

Public Safety & Community Health Committee
Agenda for 1:15 p.m. Monday, June 6, 2022

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on June 6, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1st Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA

- I. Call to Order**
- II. Approval of Minutes from May 2, 2022**
- III. Committee and Board Appointment Candidate Interviews (None)**
- IV. Reports/Updates (Briefing pages only, no discussion)**
 1. [Strategic Initiatives Update \(SPD\)](#)
 2. [Photo Red Update \(SPD\)](#)
 3. [Monthly Report \(OPO\)](#)
- V. Discussion Items**
 1. Fire Department Update – Chief Schaeffer (5 minutes)
 2. Police Department Update – Chief Meidl (5 minutes)
 3. [Fire Settlement Cost Discussion– City Attorney Ormsby \(5 minutes\)](#)
 4. [SMC Parking Discussion – Jesten Ray \(10 minutes\)](#)
 5. [Fire/EMS Academy SBO – Paul Ingiosi \(5 minutes\)](#)
 6. [Public Defender Salary Savings – Paul Ingiosi \(5 minutes\)](#)
 7. [Abandoned Vehicle SBO – Asst. Chief Lundgren \(10 minutes\)](#)
 8. [Lease Agreement for Trent Property – Administrator Perkins \(15 minutes\)](#)
 9. [Shelter Operator RFP Discussion – Eric Finch \(15 minutes\)](#)
 10. [Eviction Rent Assistance Program Recommendations - Devin Biviano \(5 minutes\)](#)
 11. [Operational Funding Amendments – Jenn Cerecedes \(5 minutes\)](#)
- VI. Consent Items**
 1. [WA Basin Stormwater Treatment \(Engineering\)](#)

2. CAMTEK Value Blanket (Facilities)
3. VOA Shelter Project (CHHS)
4. Airgas Specialty Value Blanket (Solid Waste)
5. WATPA Auto Theft Prevention Grant (SPD)
6. Dispatch CCS UPS Replacement (SFD)
7. Don Kardong Bridge Additional Funding (Parks)
8. Consolidated Homeless Grant (CHHS)
9. FARP Program Extension (SPD)
10. Cubicle Panels Purchase (SPD)

VII. Executive Session

Executive Session may be held or reconvened during any Public Safety and Community Health Committee meeting.

VIII. Adjournment

Next Public Safety & Community Health Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. July 11, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Public Safety and Community Health
May 2, 2022

Call to Order: 1:15 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/705537798>

Attendance

Committee Members Present: Councilmember Cathcart (Chair), Council President Beggs (Vice Chair), CM Stratton, CM Kinnear, CM Wilkerson, CM Bingle, CM Zappone

Staff/Others Present: Chief Schaeffer, Chief Meidl, Johnnie Perkins, Michael McNabb, Eric Olsen, Justin Lundgren, Eric Finch, Mike Ormsby, Carly Cortright, Matt Folsom, Brian McClatchey, Matt Boston, Tonya Wallace

Approval of Minutes

- Action taken
CP Beggs moved to approve the minutes of the April 11, 2022, meeting; the motion was seconded by CM Bingle. The minutes were approved by a vote of 7-0.

Agenda Items

Interview with Board and Committee

1. Bicycle Advisory Board Interview with Lauren Pangborn
 - Committee interviewed Lauren on her interest in serving on the advisory board.
 - Action taken
Discussion only, no action was taken.

Discussion items

2. Police Department Update
 - Chief Meidl briefed the Committee on employment trends in the law enforcement industry including the growing number of early retirements which is also affecting staffing numbers in the Spokane Police Department. Chief addressed filling vacancies and hire ahead strategies.
 - Action taken
Presentation and discussion only, no action was taken.

3. Fire Department Update

- Chief Schaeffer briefed the Committee on Wildland Fires, drought predictions and WUI concerns. A mitigation program approach was also discussed. Chief thanked the community for voting in the levy.
- Action taken
Presentation and discussion only, no action was taken.

4. Proposed Trent Shelter Site Financing

- Tonya Wallace and Johnnie Perkins shared a presentation relating to funding for homelessness services and the accounts that the funds – federal, local tax dollars, et) pass through. The presentation included a look ahead at future sources for funding to expand the City's services i.e. the proposed Trent site.
- Action taken
Presentation and discussion only, no action was taken.

5. Resolution to Support Negotiating a Purchase and Sale Agreement for a New Municipal Justice Complex

- Council President Beggs shared a resolution that he and CM Kinnear are bringing forward in an effort to encourage the Administration to pursue negotiations on a municipal justice complex to be located at the former home of Premera on East Sprague. Council President will ask for a suspension of the rules to ask for the resolution to be voted on at Council same day.
- Action taken
Presentation and discussion only, no action was taken.

6. Update on Use Agreement with Detention Services for Incarceration Services

- Johnnie Perkins briefed the Committee on the status of detention services agreement with Spokane County. The City was notified last year that the County was not wanting to renew the City's contract due to costs. In early 2022 a new cost calculation was created and the negotiations are ongoing.
- Action taken
Presentation and discussion only, no action was taken.

7. Youth Homeless Demonstration Project

- Melissa Morrison of Better Health Together along with colleagues presented to Council on the coordinated community plan relating to the youth homelessness demonstration project which BHT is coordinating. Funds are to be spent in the community for the betterment of homeless youth and young adults. BHT will be engaging with a youth advisory board to seek input for the grant dispersion in the community.
- Action taken
Presentation and discussion only, no action was taken.

8. Resolution Honoring SPD Detective Juan Rodriguez

- Councilman Bingle presented his resolution to honor an SPD detective who was shot during an armed carjacking. Item will come before Council on May 26.
- Action taken
Presentation and discussion only, no action was taken.

9. Proposal for Additional Traffic Enforcement Efforts

- Councilwoman Kinnear shared her work to increase patrols to combat racing, speeding, aggressive and unattentive driving by using traffic calming funds to fund officers who would focus on education and enforcement in those designated areas
- Action taken
Presentation and discussion only, no action was taken.

Consent items

- 1) Application for WASPC Grant for Untested Sexual Assault Kits (SPD)
- 2) Application for 2022 OVW ICJR Grant (SPD)
- 3) Application for CJTC Grant for Hiring (SPD)
- 4) Master Site Agreement with Dish Network for Cell Antenna (Asset Management)
- 5) Parcel Acquisition for SIA I-90 Water Main Crossing (Engineering)
- 6) Axon and Dell Contracts for Police Digital Evidence Storage and Records Management (SPD)
- 7) Acceptance of Washington State Financial Fraud/Identity Theft Grant Award (SPD)
- 8) Contract for Fire Department EMS Supervising Physician (SFD)
- 9) Budget Increase for Continuum of Care Project WA 0374 (CHHS)

Executive session

None.

Adjournment

The meeting adjourned at 3:19PM

Prepared by:
Shae Blackwell

Approved by:

Council Member Michael Cathcart
PSCHC Committee Chair



SPOKANE POLICE DEPARTMENT

CHIEF OF POLICE

CRAIG N. MEIDL

Strategic Initiatives

June 2022 Report



Public Safety and Community Health Committee Briefing

June 6, 2022



Selected Excerpts of Officer Commendations
(Personal Identifying Information has been removed)

Captain Singley, I really don't know how we can adequately express our gratitude to **Officer [Micah] Prim** and **Sheena [Frontier Behavioral Health mental health professional, co-deployed with SPD]**. Virtually every successful [Community Court] participant we have had in the last 3 months has come from their willingness to help encourage the participant with a "carrot & stick" approach. Today, they took one of our participants to treatment again. We owe them a debt of gratitude. Kindly help us share this with them.

Just wanted to send along a message of appreciation for Mr. **[Officer Brent] Armstrong** and his conduct during his interview at the hospital when meeting with a Sexual Assault survivor. He was very patient with her, attentive, empathetic, and intentional. I appreciated his humor during the questioning and the survivor mentioned this as well. He took the time to listen to her without any judgment and was very respectful of her emotions during such a heightened time.

Over the months, Pullman PD detectives have been working with various agencies to use genealogical forensics in an attempt to identify the offender in a string of home invasion/sexual assault cases, which took place in Pullman between November 2003 and March 2004. Once a DNA match was established, we began working with members of the **Spokane Police Department Special Investigations Unit**, who assisted in locating Kenneth Downing, an Elk, Washington resident working at a Spokane construction site. Your detectives assisted with surveillance efforts, obtained a suspect DNA sample, and successfully arrested Downing on Thursday, March 17, 2022. After 18 long years, Kenneth Downing was booked into the Whitman County Jail, to be held accountable for victimizing multiple women, and terrorizing our Pullman community. **Lieutenant Rob Boothe, Sergeant Blaine Kakuda, Officer Mark Brownell, and Detectives Nick Lundgren, Bruce Palmer, Paul Brasch, Chris McMurtrey, Juan Rodriguez, and Amy Ross** were instrumental in the success of this operation. I would also like to recognize the outstanding work of **Sergeant Art Dollard**, who served as our main point of contact in coordinating these collaborative efforts. On behalf of a grateful community, I thank the Spokane Police Department and the SPD Special Investigations Unit for your assistance in bringing this offender to justice.

I wanted to shoot you a short note about an officer that I just ran into while in traffic on North foothills. There was a lady that drove up to the intersection and her car died. While we were in traffic, I was trying just to get up there in case we need to push it, but he troubleshooted the engine and ended up getting it going temporarily. He remained with her all the way until she could get to a parking lot and wait a friend for help. His name is **Officer Derek Jones**, badge number 1401. And the interaction with the community member and the entire situation was just awesome.



Internal Affairs Unit Update

January 1 through April 30, 2022, Commendations and Complaints

Commendations Received: **Total: 63**

Complaints Received: **Total: 25 (19 from community)**

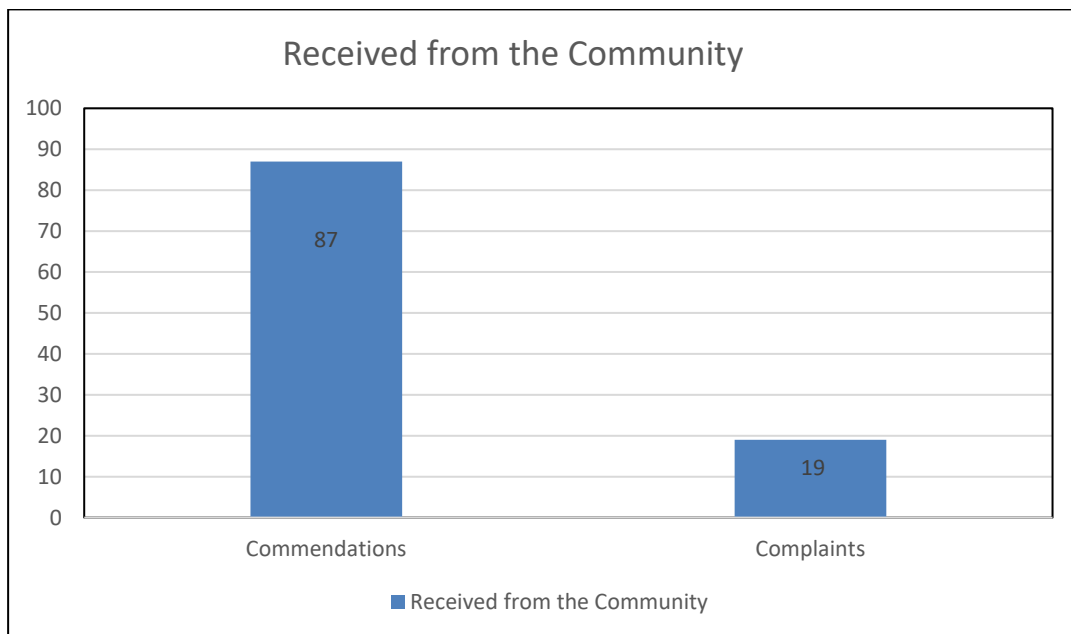
Closed Out as Inquiries: 0 (As of April 30, 2022)

An inquiry is an initial complaint about employee conduct which, even if true, would not qualify as a personnel complaint and may be handled informally by a department supervisor and shall not be considered complaints.

Source of Complaints—January 1 through April 30, 2022

Received by the Office of Police Ombudsman	Total: 6
Received by the Spokane Police Department	Total: 19
Internally Generated by the SPD	Total: 6
Generated by the Community	Total: 19

The department consistently receives more commendations from the community than complaints.



Use of Force Update

2022 Non-Deadly Reportable Use of Force Incidents

From January 1- April 30, 2022, there were 26 non-deadly use of force incidents, including 8 K9 contacts and 18 and other types of force (e.g., TASER). Four incidents involved both a K9 and other force.

2022 Deadly Force Incidents (Officer-Involved Shootings)

From January 1- April 30, 2022, there was one deadly force incident.

Incident 2022-20012711 (Pending Criminal Investigation)

Incident 2022-20012711 took place on January 24, 2022, in the area of 2400 E. Desmet. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

2021 Deadly Force Incidents (Officer-Involved Shootings)

From January 1- December 31, 2021, there were two deadly force incidents. One is still open.

Incident 2021-20059960 (Pending Deadly Force Review Board)

Incident 2021-20059960 took place on April 17, 2021, in the area of 500 S. Cannon. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The Spokane County Prosecutor ruled the use of deadly force justified. SPD conducted an administrative investigation and found the incident to be within policy. A Deadly Force Review Board will be convened for a secondary review.



Items of Interest

Creation of the Stolen Property Enforcement and Recovery (SPEAR) Unit

The Spokane Police Department understands the sense of intrusion and loss people experience when they are a victim of theft. SPD put together a property crimes unit called SPEAR (Stolen Property Enforcement and Recovery) in January of this year specifically to address the increase in property crime. There are three detectives and a Sergeant assigned to the unit which focuses on property crimes, trafficking in stolen property, retail theft, and forgery, identity theft and other fraud related crimes. The unit has been very effective in investigating and arresting thieves and recovering stolen property.

SPD recently issued a media release about an April 6th SPEAR arrest, involving a prolific thief who purchased thousands of dollars' worth of goods on credit cards stolen from vehicles. Charges for the April 6th arrest of Jerrame A. Kimble included 1st Degree Identity Theft, five counts of Money Laundering, and two counts of 2nd Degree Possession of Stolen Property. These charges stemmed from one vehicle prowling in February.

This was not Kimble's first arrest for similar crimes. On March 3, 2022, a victim parked her car at a Daycare facility and attempted to hide her purse under some items, but her window was broken out and the purse stolen. The victim had parked next to a vehicle occupied by Kimble and a female. The pair used the stolen credit cards to make purchases at Lowes, Walmart, gas stations and other outlets. In that case Kimble was booked into jail for 8 counts of 2nd Degree Theft, 2 counts of Money Laundering, and 1 count of 2nd Degree Identity Theft. Kimble has an extensive history of vehicle prowling and theft of motor vehicles and 13 felony convictions. One prolific offender such as Kimble can cause thousands of dollars in theft from just one vehicle prowling.

<https://my.spokanecity.org/police/news/2022/04/07/spd-arrests-suspect-for-stealing-credit-cards-from-vehicles/>

Hiring and Recruiting Update

On April 18, SPD welcomed new lateral officers Chris Perry, Christoph Addicks, and John Oliveri.



Recruiting at EWU

Spokane Police Department officers and volunteers visited Eastern Washington University campus, recruiting for a variety of positions including officer and cadet. Check out the various opportunities on our website. <https://my.spokanecity.org/police/volunteers/>



March and April Recruiting



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SPD has developed a Recruiting Cadre of 15 individuals, who represent the department's diversity. The Cadre officers include officers of American Indian/Alaskan Native, Black/African American, Hispanic, and Multi-Racial backgrounds. Several female officers serve on the Cadre.

Newer entry-level and lateral hires as well as experienced officers make up the Cadre. The officers also represent various assignments and specialties, such as FTO, Dignitary Protection Team, SWAT, Tactical Team, Community Outreach, PIO, Academy Instructors, and Investigations.

Officers on the Recruiting Cadre travel to various events, meeting potential applicants and answering questions. It's important that potential applicants can see themselves in the recruiters and see a future at the Spokane Police Department. Due to a Washington State grant for recruiting, the SPD recruitment team was able to make several recruiting trips to meet with multiple agencies and self-sponsored Academy students.

Events included Career Fairs, Military Fairs, university presentations, and Diversity Hiring Fair. Locations included Central Washington University, Los Angeles, San Francisco, Joint Base Lewis–McChord (JBLM) in Tacoma, and Chicago.



Drug Take Back

SPD took part in the Drug Enforcement Administration's (DEA) National Prescription Drug Take Back Day on April 30th, giving the community the opportunity to get dangerous narcotics out of homes and help prevent drug abuse. Expired, unused, and unwanted drugs were accepted at multiple locations around Spokane including the Northeast Community Center, and C.O.P.S. Northwest on Wellesley, and Northtown Mall. 147 pounds of drugs were discarded. Locking medicine cases were distributed.



Enhancing the Survival Mindset

SPD held a self-defense class for the community on May 7, 2022. The class taught participants how to protect themselves with hands-on training in defensive tactic techniques taught in realistic threat scenarios. Participants also received classroom instruction on crime statistics, situational awareness, and survival mindset.

Lifesaving Award

Officer Xenon Berkeley was off duty at a Gonzaga University event when a community member had a cardiac episode. Officer Berkeley performed life-saving CPR and used an AED until Spokane Fire employees arrived. He remained with the patient and communicated with the first responders. Fire Chief Brian Schaeffer noted that he managed the device's de-fibrillation when recommended, and "his performance was outstanding." SFD Paramedics administered cardiac medications to treat dysrhythmias and quickly controlled the patient's hemodynamic status, which allowed them to transport the patient to a Level 1 Cardiac Center for definitive treatment. As a result, the victim was revived and continues to recover today due to Officer Berkely's actions. Officer Berkely maintains his Emergency Medicine Technician credentials and is passionate about serving his community by volunteering as an EMT and as a Spokane Police officer.



Precinct Highlights

North Precinct

Collaboration with Neighborhood Residents and Businesses

- Neighborhood Resource Officers examine locations with the most calls for service. They look at the activity to see if the calls reflect a mental health issue, where a referral can be made to the Behavioral Health Unit, or if they are calls relating to medical issues (the case at many apartments for older adults), or if the calls reflect nuisance activity.
- In some cases, there are multiple issues in the same location, such as thefts occurring near construction sites and several Medics and Check Welfare calls for vulnerable individuals. NROs have made suggestions to improve security in those areas.
- In other cases, the calls show increased problems related to violence, to include Drugs and Drive-By Shooting calls. The NRO found that one property associated with those calls is very much a candidate for Chronic Nuisance and is coordinating with investigating detectives to complete the process.
- The North Precinct is monitoring dozens of Chronic Nuisance and pre-Chronic Nuisance properties on the North side.
- The North Precinct and SPEAR (Property Crimes Unit) are working on targeting prolific shoplifters developed by Loss Prevention Information and SPD cases.

Downtown Precinct

Crime Prevention Missions

The Downtown Precinct has been focusing on the area of Pacific-2nd Avenue/Division-Spokane. Cedar to Madison and Sprague to 2nd Avenue. Vehicle prowling is a concern. Emphasis patrols have resulted in officers making many contacts with people (74 incidents in two weeks, up from 44 officer-initiated contacts the previous two weeks). Calls for service at the area remain high, and officers have more than doubled the arrests (31 compared to 12).

Precinct Outreach

- Downtown Community Court triage meeting
- Hot spotters meeting
- Downtown security group meeting
- Business Improvement District Board meeting
- Washington State Public Safety Review Panel meeting
- Riverside Neighborhood Council meeting

“Coffee with a Cop”

“Coffee with a Cop” events resumed, in partnership with Starbucks Coffee at various locations. On May 16, 2022, Downtown Precinct officers enjoyed meeting community members at the Starbucks on 3rd and Walnut.



South Precinct

Collaboration with Neighborhood Residents and Businesses

- The South Precinct has been focusing on the area of Chief Garry Park, responding to complaints with activity and vehicles, and vehicle prowling and theft concerns at the area of 53rd and Regal.
- NROs are helping with parking emphasis around the camp on Thor and 2nd Ave.
- NROs are managing several nuisance properties, at various stages of the Chronic Nuisance Notice/Abatement process. One property that recently came on the radar has been associated with complaints of catalytic converter thefts.
- NRO Jake Willard recently completed a Crime Prevention through Environmental Design (CPTED) assessment for the Southside Community Center.



Outreach Update

Recent Outreach Activities

Spokane Juvenile Court Coordination of Services

PAL Boxing

Refugee Connections

Big Brothers Big Sisters

Northeast Community Center Coalition

Shadle Prevention & Wellness Coalition

PAL Boxing



PAL Boxing meets every Tuesday at the Spokane Boxing Club (115 S. Jefferson) from 3:00-4:30 pm. We welcome youth between the ages of 12-17. We'd love to have them down to get a workout in with our officers! Please reach out to spdcommunityoutreach@spokanepolice.org for more information.

First Annual Stevens Elementary Egg Hunt

The Spokane Police Department was happy to attend The First Annual Stevens Elementary Egg Hunt with 3000+ eggs! In addition, there were games, face painting, music, balloon animals, cotton candy, photos with Disney princesses, school mascot Stevie The Eagle and the Easter Bunny. The Community Outreach Unit was happy to meet the many families that showed up in support of their kids and of the school. Thank you to Principal Espindola, of Stevens Elementary, for another great school event!

Sergeant Greg Rogan loves the vibrant community at Stevens, that has the feeling of a true neighborhood school and is woven into the surrounding community. "At Stevens Elementary we are all about promoting positive experiences for our students and the families within our community!"



Outreach at the STEP School

The Secondary Transition Education Program (STEP) provides intensive supported services for access to instructional and vocational activities in the community, supporting the final years of transition ages 18 – 21. Officers spoke at the STEP School about individual safety and about law enforcement.

World Relief Training

On May 10 and 11, the Community Outreach Unit participated in classes with World Relief a about how to report a crime, what to do if stopped, if they are a victim of a crime, and other law enforcement interactions.

The "Interacting with Law Enforcement" Course includes: the various law enforcement agencies and their role: Local, state, and federal (Customs, Homeland Security, FBI, DEA); SPD's duties: Investigate crimes, community caretaking, education; Use of Force; Due Process; How to Report a Crime (911 vs Crime Check), what happens next; What to Do when Police are knocking at your door; and What to Do if you are stopped and detained, or stopped while driving.

Other topics include Domestic Violence (what constitutes a DV relationship, mandatory arrest); No-Contact Orders; Parental Discipline (what is considered assault and abuse); Police Investigations (including our work

with advocacy organizations, translators); Understanding Consent per Washington State law; and introducing individuals to the various units within SPD.

Thrive International

The Community Outreach Unit also met with Thrive International about future partnerships for the immigrant community. Thrive helps immigrants with housing and long-term assistance. They collaborate with World Relief. Thrive is interested in starting a soccer club for youth immigrants in North Spokane or in the Mead area. SPD would like to partner with them on this project.

Youth Leadership Spokane Presentation at the Academy

On April 25, SPD hosted a special training for Youth Leadership Spokane, with a variety of presentations, demonstrations, and activities. Participants learned about the K9 Unit. Pictured below, K9 Officer Blankenstein introduces his K9 partner and gives a classroom presentation to students.



Car Show at the Indian Trail Neighborhood



The Community Outreach Unit was invited to take the Challenger to the Indian Trail Cruisers car show. Officers enjoyed meeting people and answering questions about how to become a police officer with the recruiting decal on the police car.



The Spokane Police Activities League (PAL) engages participating youth in positive athletic and academic programs, including gang and drug intervention and prevention. Join us for the 2022 Season this summer!



PAL bridges the gap between Spokane Police officers and youth in our community through fun and educational summer activities.

WEST CENTRAL PAL: July 12 – August 9, 2022 Every Tuesday 12:00pm - 3:00pm AM Cannon Park, 1920 W. Maxwell	HILLYARD NEIGHBORHOOD PAL: July 13 – August 10, 2022 Every Wednesday 12:00pm - 3:00pm Friendship Park, 631 E. Greta Ave.
EAST CENTRAL PAL: July 14 – August 11, 2022 Every Thursday 12:00pm - 3:00pm Liberty Park, 1704 E. 4th Ave.	Final Celebration: To be held at each park on the last day of PAL

Activities offered: Basketball, Track, Baseball, Flag Football, and Soccer
Spokane Public Schools Summer Meal Program provides lunches each day
This final event is tentative and may be canceled

To register, please contact SPDCommunityOutreach@spokanepolice.org

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	Jim Christensen 509-835-4565
Contact Email	jchristensen@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed
Summary (Background)	<p><u>Background/History:</u> Report for Public Safety meeting June 6th, 2022.</p> <p>Statistic for Photo Red for the time frame of April 1st 2022, thru April 30th, 2022.</p> <p>There were 1610 violations on the photo red system from April 1st, 2022 thru April 30th, 2022. During the same time frame in 2021 there were 2167 violations, which is a decrease of 557 violations. SK13 Thor/2nd and SK009 Freya and 3rd wrote zero infractions. They're both down do to construction. This accounts for the reductions.</p> <p>Statistic for Photo Speed for the time frame of April 1st, 2022, thru April 30th, 2022.</p> <p>There were 1530 violations on the photo speed system from April 1st, 2022 thru April 30th, 2022. During the same time frame in 2021 there were 1655 violations, which is a decrease of 125 infractions.</p> <p><u>Executive Summary: Photo RED</u></p> <p>April 1st, 2022, thru April 30th, 2022</p> <ul style="list-style-type: none"> • Browne and Sprague was the highest with 329 violations. • Division and Sprague was the second highest with 214 violations. • Division and Francis was the third highest with 210 violations. • Maple and Second was the fourth highest with 163 violations. <p><u>Executive Summary: Photo SPEED</u></p> <p>April 1st, 2022, thru April 30th, 2022</p> <ul style="list-style-type: none"> • SB Nevada St @ Longfellow Elementary was the highest with 549 violations. • SB N Monroe @ Willard Elementary was the second highest with 312 violations. • SB N Ash @ Ridgeview Elementary was the third highest with 273 violations.

	<ul style="list-style-type: none"> EB W Northwest Blvd St @ Finch Elementary was the fourth highest with 263 violations.
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? 	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?



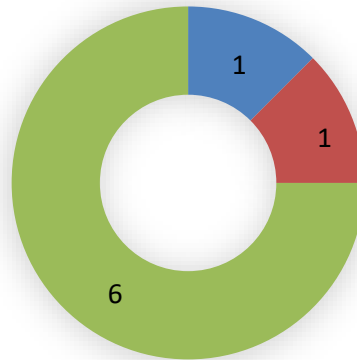
Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: April 1-30, 2022

Complaints/Referrals/Contacts

April Complaint Allegations and Referrals



■ Excessive Force

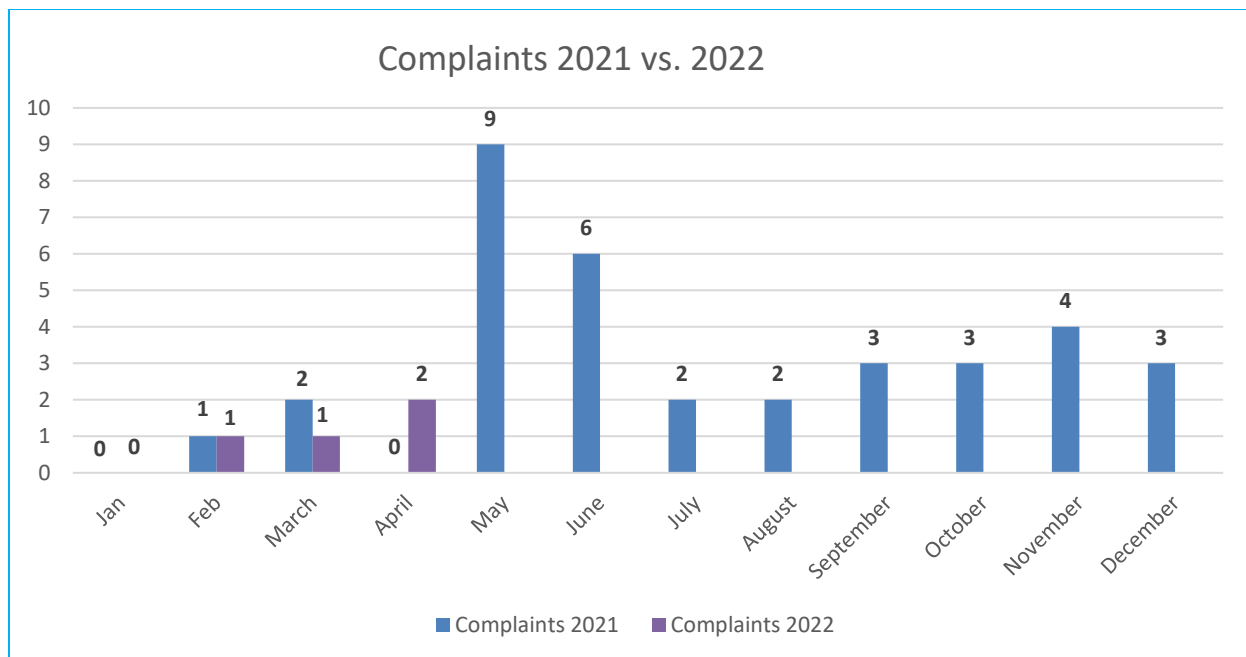
■ Demeanor

■ Referral

Highlights:

In April, the Office of the Police Ombudsman (OPO) submitted 2 Complaints to Internal Affairs and 6 Referrals to various agencies. Highlights include:

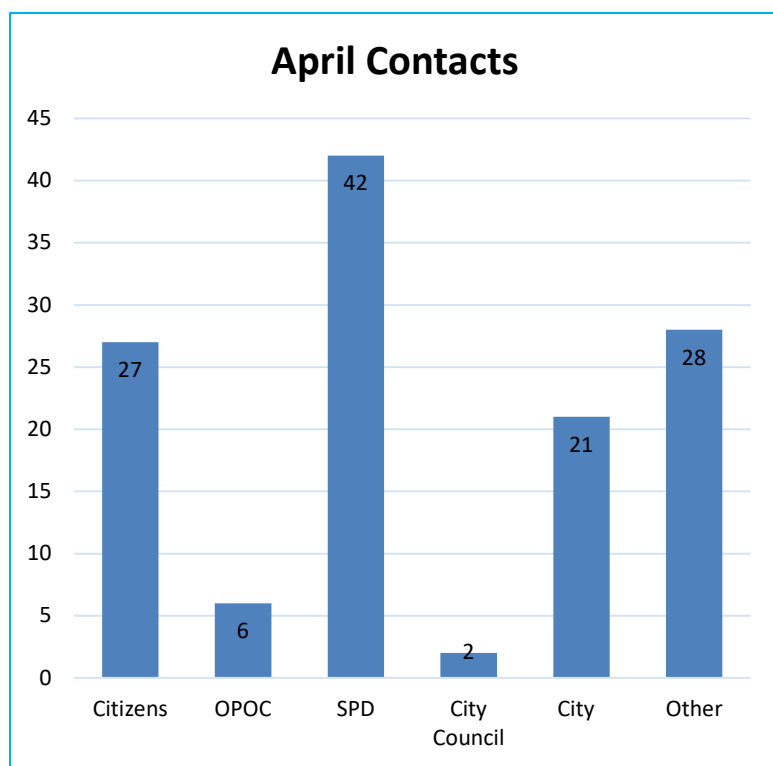
- OPO 22-05: A community member alleged that when they called SPD for assistance the responding officers ended up using unnecessary force on them.
- OPO 22-06: A community member was frustrated by the demeanor of an officer.
- IR 22-11: A community member has been unable to get assistance regarding their case; this was referred to SPD/IA.
- ER 22-12: A community member had concerns regarding a Deputy's use of force on a protester; this was referred to SCSO.
- IR 22-13: A community member had questions about traffic laws pertaining to police officers; this was referred to SPD/IA.



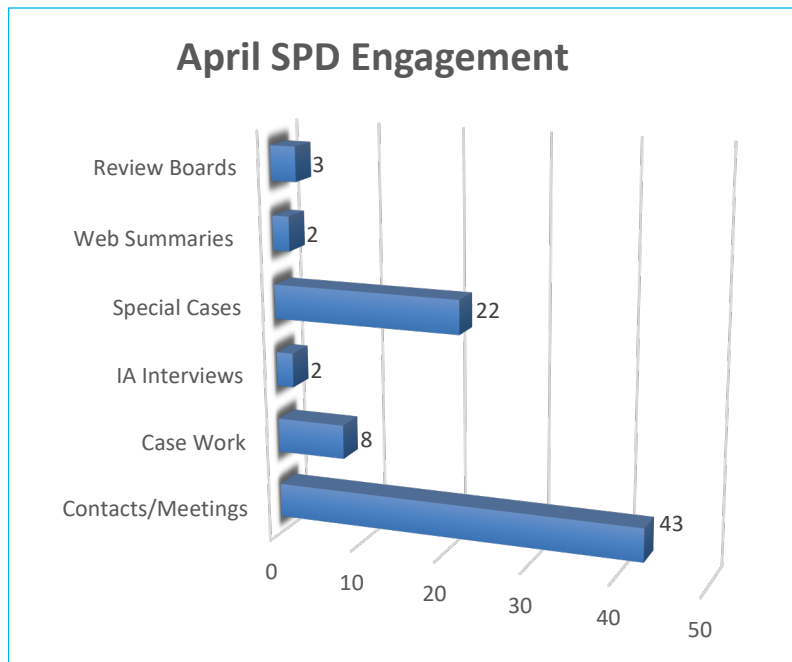
Contacts/Oversight:

Contacts/Oversight

- 124 total contacts
- 27 community member contacts
- 2 citizen interviews were conducted
- 2 officer interviews in IA
- 42 total SPD contacts
- 22 IA contacts



Oversight Activities



Case Work

6 – Cases certified
1 – Case returned for further investigation
1 – Case declined to certify

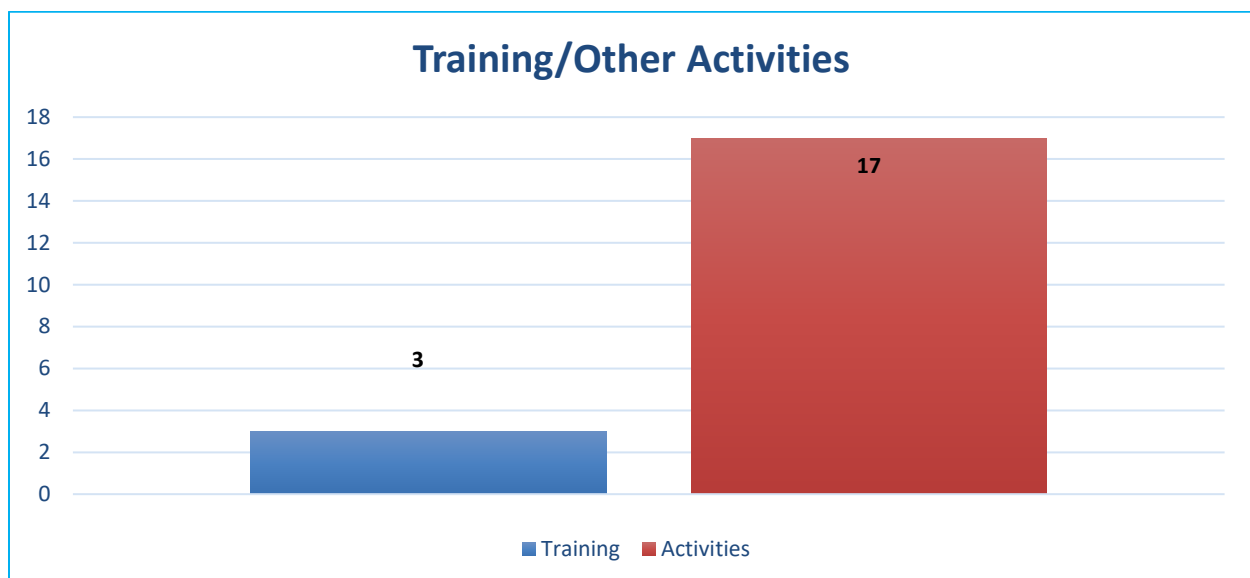
Special Cases

7 – Use of Force
3 – K9
8 – Collision
4 – Pursuit

Review Boards / ARP

1 – UOF
1 – Collision/Pursuit
1 – DFRB

Training/Other Activities



Highlights:

- Training – SPD In Service, Public Records Act Training, IACP Law Officer Section Spring Training
- Oversight – IA Bi-Weekly Meeting, April COPS Board Meeting, WSCJTC Meeting, Use of Force Review Board, Collision/Pursuit Review Board, Deadly Force Review Board
- Other Community Meetings – OPOC Meeting, Leadership 2022, Celebrate Recovery Events, Leadership Spokane Program Committee Meeting, Leadership Spokane Executive Board Meeting
- Oversight/Outreach – Washington Coalition for Police Accountability Meeting

Upcoming:

- WSCJTC Meetings
- IACP Spring Legal Officer Training
- Declined Case Submission to OPOC
- OPOC Spring Retreat
- Ombudsman Presentation to Washington Association of Sheriffs and Police Chiefs Conference

Office of the Police Ombudsman Commission Meeting:

Held virtually, the 3rd Tuesday of every month at 5:30pm

Agendas and meeting recordings can be found at:

<https://my.spokanecity.org/bcc/commissions/ombudsman-commission/>

Committee Agenda Sheet

PSCHC Committee Meeting

Submitting Department	Legal
Contact Name & Phone	Michael Ormsby, Ext. 6287
Contact Email	mormsby@spokanecity.org
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amendments to Outside Counsel Contracts
Summary (Background)	<p>Contract Amendments for Summit Law Group in the matters of Travis J. Wise, et. al., v. Governor Jay Inslee, et. al., and Michael Bacon, et. al. v. City of Spokane, et. al. These lawsuits are brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers. The City was successful in obtaining an Order to Dismiss the Wise case (which decision is being appealed). The City is preparing to file a motion to dismiss the Bacon case (similar to the one that was successfully presented in the Wise case). In order to successfully litigate these two cases, the City needs to increase the amount of the contracts with Outside Counsel. We request an additional \$60,000 to the Wise contract, for a total of \$185,000; and an additional \$25,000 on the Bacon contract for a total of \$125,000.</p>
Proposed Council Action & Date:	June 6, 2022
Fiscal Impact: Total Cost: <u>\$85,000</u> Approved in current year budget? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Risk Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Travis J. Wise, et. al., v. Governor Jay Inslee, et. al.; and

WHEREAS, additional funds are necessary to pay the final invoice, thus the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract dated October 28, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$185,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney



City of Spokane

CONTRACT AMENDMENT

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THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

WHEREAS, additional funds are necessary to pay the final invoice, thus the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on November 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

22-110

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	Parking Services
Contact Name & Phone	Jesten Ray, 625-6819
Contact Email	jray@spokanecity.org
Council Sponsor(s)	CM Stratton and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 Minutes
Agenda Item Name	Ordinance related to Parking Municipal Codes and Permits
Summary (Background)	<p>The Spokane Municipal Code relating to Permits was revised in 2021; however, it needs modified to align with parking space reservation use and needs. This amends 4 sections, repeals 3 and adds 2 sections. These changes decrease duplicate permits that had the same business rules but a different name. This also defines Commercial Loading Zones and Temporary No Parking Zones for clarity. Effective Date would be August 1, 2022.</p> <p>The fees associated with the permits are also being added or removed in the 2022 fee schedule.</p>
Proposed Council Action & Date:	Brief – June 13; 1 st Reading – June 20; Final – June 27
Fiscal Impact: Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Permits generate revenue.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Parking Services does not anticipate any impacts on historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? After the code is changed, and permits are in in place, we could track use. We are collecting feedback and will be surveying permit users in the future.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

This code aligns with recommendations from the 2019 Downtown Parking Study.

City of Spokane Parking Fee Schedule
FY 2021-22

On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at https://my.spokanecity.org/parking/
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		
Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work		\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)		\$0.00
Administrative Fees		
Fee per vehicle added to the Scofflaw List		\$25.00
Immobilization		\$50.00
Permits		
Commercial Loading Zone Permit – Annual		\$100.00/vehicle
Commercial Loading Zone Permit – Single Day		\$15.00/vehicle
Downtown Residential Parking District Permit - Monthly		\$25.00 \$50.00 per month/vehicle
Service Permit		Month – \$50.00 Quarter – \$150.00 Annual – \$600.00
Entertainment Event Exemption Permit		\$15.00 + Paid Parking Zone rate per hour, per space for each event
Temporary No Parking Zone		\$15 per day + cost of lost paid parking revenue per space per day
Temporary No Parking Zone Permit		\$8.00 per vehicle per day
Parking Space Reservation Permit		\$25.00 per permit + cost of lost paid parking revenue per space per day
Temporary Parking Permit		\$15 per day + cost of lost paid parking revenue
Special Loading Zone – Commercial		Day - \$15.00 Month – \$125.00 Quarter – \$350.00
Special Loading Zone – News Media		Annual – \$1,000.00 for 1st permit; \$500.00 for each additional permit
Special Loading Zone – Charitable Nonprofit		Month – \$60.00, maximum 2 permits
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00
Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00
Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00
Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12” of the Curb	16A.05.290(A)	\$45.00
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time Limit	16A.05.330(B)(3)	\$45.00
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs Prohibit	16A.05.350(A)	\$45.00
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50’	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30’	16A.05.440	\$45.00
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460(A)	\$100.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Traffic Control Signal – Approach - No Standing/Parking Within 30'	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30'	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00

ORDINANCE NO.

AN ORDINANCE relating to parking municipal codes amending SMC sections 16A.04.100, 16A.05.060, 16A.05.460, 16A.06.010; repealing SMC sections 16A.06.030, 16A.06.040, 16A.06.050; and adding new section 16A.06.080, 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code and setting an effective date.

WHEREAS, the City updated code related to parking permits in 2021, and;

WHEREAS, the City realized the code related to permit use needed to be modified, and;

WHEREAS, the Parking Advisory Committee reviewed and considered the proposed code changes in 2022;-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 16A.04.100 is amended to read as follows

Section 16A.04.100 Definitions

A. Alley.

A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

B. Block Face.

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

C. City Street or Street.

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

D. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

E. Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

F. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

G. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

H. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

I. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

J. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100\(R\)](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

K. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

L. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

M. Parking Holidays.

Except for metered spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

N. Parking Manager.

The Director of Development Services Center, Code Enforcement and Parking Services or their designee.

O. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

P. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

Q. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

R. Passenger Vehicle.

Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

S. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

T. Residential Parking Permit Definitions

For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.05.280](#).
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

U. Retail Zone of the Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

V. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

W. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

X. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

Y. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

Z. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.

AA. Temporary No Parking Zone

A. A parking space where an approved temporary no parking zone has been established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager.

B. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

~~((AA.))~~ BB. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;

2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter;
and,
4. A golf cart.

Section 2. That SMC section 16A.05.060 is amended to read as follows

Section 16A.05.060 Commercial Loading Zones

- A. No person shall stop, stand, or park a vehicle except an authorized ~~((and identified))~~ commercial vehicle as defined in 16A.04.100(D) or other noncommercial vehicles as authorized by the Parking Manager during the hours indicated on the signs marking the zones.
- B. No person shall stop, stand, or park an authorized commercial vehicle as defined in 16A.04.100(D) or other noncommercial vehicles ~~((and identified commercial vehicle))~~ as authorized by the Parking Manager in a signed commercial loading zone for any purpose or length of time other than ~~((for the))~~ active and expeditious loading and unloading ~~((of commodities))~~. In no case shall the stopping, standing, or parking exceed thirty minutes.

Section 3. That SMC section 16A.05.460 is amended to read as follows

Section 16A.05.460 Temporary No Parking Zone

~~((A. No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established as defined in 16A.04.100(AA), and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager except for vehicles displaying a temporary no parking zone permit (SMC 16A.06.050)).~~

~~((B.))A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.~~

Section 4. That SMC section 16A.06.010 is amended to read as follows

Section 16A.06.010 Permits - Generally

A. Purpose.

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking

district or zone, paid parking space, or elsewhere depending on the specifications of the permit.

B. Authority.

The Parking Manager is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

C. Application.

1. Application for any parking permit required by this Chapter shall be made to Parking Services on forms provided for such purpose.
2. All parking permit applications shall include, at minimum the following information:
 - a. The name, address, and other current contact information for the applicant;
 - b. The license plate number and make, model and year of the vehicle for which the parking permit is sought;
 - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true and accurate to the best of their knowledge; and
 - d. A copy of the current vehicle registration.
3. The Parking Manager may deny a parking permit application based on a demonstrated history of improper use by the applicant during the previous 12 months.

D. Outstanding ~~((Citations))~~ Parking Fees and Fines.

1. Outstanding parking fees and fines ~~((citations))~~ must be resolved prior to the issuance of any parking permit type.

E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the Parking Manager, by the City upon application therefore and the paying of the fee as established in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#).

F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

G. Maximum Number of Parking Permits Issued.

The parking manger may limit the number of any type or zone parking permit.

H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the Parking Manager.
4. Parking permits may be revoked in the event Parking Services determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued no longer meets the eligibility requirements established by Parking Services. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to Parking Services.
5. Violation of parking permit use shall result in the permit being revoked, cancellation of the permit, forfeiture of any fees paid or deposit and may result in the forfeiture of future reservations if applicable.

Section 5. That SMC section 16A.06.030 entitled “Service Parking Permit” is repealed.

Section 6. That SMC section 16A.06.040 entitled “Entertainment Event Exemption Permit” is repealed.

Section 7 That SMC section 16A.06.050 entitled “Temporary No Parking Zone Parking Permit” is repealed.

Section 8 That there is adopted a new section 16A.06.080 to chapter 16A.06 of the Spokane Municipal Code to read as follows:

Section 16A.06.080 Parking Space Reservation Permit

A parking space reservation permit allows parking within a designated parking space. The parking permit may contain allowances and restrictions as deemed necessary by the Parking Manager.

Section 9 That there is adopted a new section 16A.06.090 to chapter 16A.06 of the Spokane Municipal Code to read as follows:

Section 16A.06.090 Temporary Parking Permit

A temporary parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

Section 10 Effective Date. This ordinance shall take effect and be in force on August 1, 2022.

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Fire Department
Contact Name & Phone	Brian Schaeffer, 509-625-7001
Contact Email	Bschaeffer@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 minutes</u>
Agenda Item Name	SBO – Additional Fire Academy
Summary (Background)	<p><u>Background</u></p> <p>The Spokane Fire Department (SFD) relies on fire recruit academies to fill vacant entry-level firefighter positions. However, since 2020, SFD has been unable to plan and run regular recruit classes due to the uncertainty surrounding the passage of the public safety property tax levy in 2019 and the subsequent COVID-19 global pandemic.</p> <p>The 2022 budget provided approximately \$500,000 for a fire recruit academy class of up to 32 firefighters who recently graduated on June 4.</p> <p><u>Summary</u></p> <p>Despite the initial investment in one recruit academy for 2022, SFD continues to experience unprecedented vacancies in uniformed positions and increased uniform-overtime costs above historical levels. As a result, a need exists for an additional recruit academy of up to 25 firefighters beginning in 2022 at the cost of approximately \$668,000.</p> <p>The recommended funding source is unappropriated reserves from the Public Safety Personnel and Crime Reduction Fund. The unappropriated reserves in the fund at the beginning of 2022 were approximately \$3.8 million. Alternative funding sources to be considered include General Fund unappropriated reserves or additional American Rescue Plan Act funds.</p>
Proposed Council Action & Date:	SBO – June 20, 2022
Fiscal Impact: Total Cost: \$668,000 Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The Spokane Fire Department (SFD) serves a compelling number of vulnerable and excluded communities such as people on Medicare or Medicaid, the elderly, those with psychiatric or	

psychological problems, lower socioeconomic status, minority race or nationality, or sexual orientation. The SFD's vision is to cultivate a culture and legacy of pride through teamwork, inclusion, respect, and professionalism; rooted in our community and service. Every member of the organization is bound together by our mission and a passionate commitment to saving lives.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Customer data is collected in compliance with National Fire Incident Reporting System (NFIRS) and National Emergency Medical Services Information System (NEMSIS). Healthcare clinical outcome measures are reported as de-identified data to Washington State through the key performance indicator program and the quality improvement program (WAC 246-976-910). Fire Department performance measures are reported annually in compliance with RCW 52.33.030.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Performance measures as outlined in RCW 52.33.030 are built for real-time monitoring and improvement on the City's PowerBI platform. The tool allows leaders to identify and evaluate changes, trends, and opportunities as the community changes.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Effectively staffing and deploying fire department resources affects community outcomes in three critical areas: firefighter injury and death, civilian injury and death, property loss, and environmental impact. If fire department resources (both mobile and personnel) are deployed to match the risk levels inherent to Spokane's hazards, it is expected that outcomes in all three areas will likely be positive. Likewise, failure to match fire department resources deployed to the level of the risk events to which firefighters respond will likely result in negative community outcomes. Those expected outcomes and community expectations are outlined in the Comprehensive Plan, Council Resolutions and Expectations, CIP, and Sustainability Plans.

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety Personnel and Crime Reduction Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Public Safety Personnel and Crime Reduction Fund, the following changes be made:

- 1) Increase the appropriation by \$668,000.
- A) Of the increased appropriation, approximately \$256,000 is provided solely for wages and benefits for fire academy recruit school instructors.
- B) Of the increased appropriation, \$412,000 is provided solely for equipment needs related to the fire academy recruit school.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to run an additional fire recruiting academy beginning in 2022, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Finance
Contact Name & Phone	Paul Ingiosi – 509-625-6061
Contact Email	pingiosi@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	SBO – Salary Savings to Contractual Services
Summary (Background)	<p><u>Background</u></p> <p>City code permits intrafund budget transfers of budgeted personnel expenses to non-personnel expenses only when approved by an ordinance passed by the vote of one more than the majority of all members of the City Council (SMC 07.09.010(A)(4)).</p> <p><u>Summary</u></p> <p>In May 2022, a Public Defender II was promoted to the position of Public Defender. The vacant Public Defender II position was later downgraded to a Public Defender I position for hiring purposes per departmental position policy. The salary and benefit difference between the Public Defender II and Public Defender I position is approximately \$27,000.</p> <p>The department would like to transfer the \$27,000 in salary and benefit savings to the legal services expense type to fund the payment of an expert witness requested by a departmental attorney and provide budget capacity for additional expenses throughout the year.</p>
Proposed Council Action & Date:	SBO – June 20, 2022
Fiscal Impact: Total Cost: \$27,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by	

racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

n/a

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

n/a

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

n/a

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Decrease the appropriation for a Public Defender I position in the Office of Public Defender by \$27,000.
- 2) Increase the appropriation for legal services by \$27,000.
- 3) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need transfer budget authority from personnel to non-personnel expenses to provide expert witness legal services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name & Phone	AC Justin Lundgren, 625-4115
Contact Email	jclundgren@spokanepolice.org
Council Sponsor(s)	CM Stratton and CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 minutes</u>
Agenda Item Name	SBO – Abandoned Vehicle Unit
Summary (Background)	<p><u>Background</u></p> <p>The City's current response to removing abandoned vehicles is not nearly sufficient to address the growing problem that impacts the quality of life in City neighborhoods. Neighborhood Resource Officers respond to some abandoned vehicle reports but have other duties and responsibilities which do not allow them to dedicate sufficient time to address the problem.</p> <p><u>Summary</u></p> <p>An Abandoned Vehicle Unit (AVU) consisting of two (2) Parking Enforcement Specialist positions employed by the police department will have sole responsibility for abandoned vehicles and RVs throughout the North and South precinct areas and respond citywide.</p> <p>As employees of the police department, the individuals will receive a limited commission to enforce Spokane Municipal parking ordinances, tow vehicles, and receive access to information systems limited to law enforcement agencies. As such, the AVU employees will be able to quickly and safely bring community complaints to resolution.</p> <p>The AVU will not assume other parking-related functions that currently reside with Parking Enforcement, such as expired meter enforcement or the collection of parking meter funds.</p> <p>The estimated cost of the program through the rest of the current year is approximately \$69,000. The initial proposed funding source for these positions is the Public Safety Personnel and Crime Reduction Fund. It is anticipated the Parking System Fund will assume the cost of the program once the meter upgrade project is completed.</p>
Proposed Council Action & Date:	SBO – June 20, 2022
<p>Fiscal Impact:</p> <p>Total Cost: \$69,225</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Initial funding from Public Safety Personnel and Crime Reduction Fund; eventually funding will come from the Parking System Fund.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p>	

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

n/a

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

n/a

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

n/a

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

n/a

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety Personnel and Crime Reduction Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Public Safety Personnel and Crime Reduction Fund, the following changes be made:

- 1) Add two Parking Enforcement Specialist I positions (from 0 to 2) and increase the associated appropriation for salary and benefits by approximately \$69,225.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create an abandoned vehicle unit, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Community Health & Human Services
Contact Name & Phone	Johnnie Perkins, 509-625-6502
Contact Email	jperkins@spokanecity.org
Council Sponsor(s)	Council members Michael Cathcart/Jonathan Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Trent Shelter Lease
Summary (Background)	<p>The city has engaged in lease discussions with LBStone regarding a five-year lease term at 4320 E. Trent Avenue for a low barrier shelter in support of services for the protection of vulnerable and homeless individuals including men, woman and families. Services to include, but not limited to the following; mental health, substance abuse counseling, job training services, education, transportation, storage for personal belongings and case management services.</p> <p>The terms include the following:</p> <ol style="list-style-type: none"> 1. Monthly rent \$26,100 <ol style="list-style-type: none"> a. Annual cost \$313,000 b. Term cost \$1.5 million 2. Occupant capacity minimum 150 to minimum 250 3. Hours of operation 24/7 4. Five-year term, one option to renew for five years 5. Landlord to pay Tenant Improvement as outlined in lease Exhibit B A-1 and A-2, estimated costs \$550,000 6. Rent adjustment based on CPI for all urban consumers, west region
Annual cost:	\$313,000
Fiscal Impact: Total Cost: <u>\$1.65 million</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

OFFICE/WAREHOUSE LEASE
(Single Tenant NNN)

THIS OFFICE/WAREHOUSE LEASE ("Lease") is made this _____ day of _____ 2022, (the "Effective Date") between **Lawrence B. Stone Properties #4320, LLC**, a Washington limited liability company ("Landlord"), and **The City of Spokane**, a public municipal corporation ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, subject to the terms and provisions of this Lease, the premises as described in Exhibit A (the "Premises") and located in the building described in Item 1 below (the "Building"). References to the Building shall mean the whole of the building structure, parking areas, landscaping and other improvements, together with the underlying land.

BASIC PROVISIONS

1. **Building Address:** 4320 E. Trent Avenue, Spokane, WA, 99212
2. **Use of Premises:** Tenant will retain an operator or operators to operate a shelter on the Premises and in the Building for the protection of vulnerable and homeless individuals and families along with such accessory uses as Tenant determines are reasonably necessary (the "Shelter"). The shelter will have an estimated daily usage of 250 beds with surge capacity as needed. The shelter will operate as a nightly shelter with off-season emergency activation ability to respond to community or environmental needs (e.g., a safer air center, cooling center, or early/late inclement weather center). The shelter will operate 24 hours a day, 7 days a week and will also be open for day use for members of the community, providing basic amenities such as bathroom access, shower access, access to electricity for charging, and meals. The operator will provide wrap-around services to guests at the shelter. Additional services will include, but won't be limited to, coordinate entry access point, outreach services, transportation, temporary storage for personal belongings, case management, and referrals for homeless and precariously housed persons.
3. **Rentable Footprint Area of Premises:** Deemed to be 36,046 square feet, more or less ("Net Rentable Area"), as depicted in Exhibit A-1.
4. **Building Premises Percentage:** Deemed to be 100% of the building.
5. **Monthly Rental Installments:** \$26,100.00 ("Base Rent") + NNN
6. **Rent Adjustment:** As provided for in Exhibit C.
7. **Initial Term:** Five (5) years, with one (1) option to renew for five (5) years as per Exhibit D.
8. **Commencement Date:** August 1, 2022
9. **Security Deposit:** \$26,100.00 (payment of which is due upon execution of this Lease, along with the required insurance certificate per Section 8.02)

10. **Tenant's Address for Delivery of Notices:**

Tenant's Accounts Payable Contact:

Name: _____
Phone: _____
Address: _____

11. Landlord's Address for Payment of Rent and Delivery of Notices:

Lawrence B. Stone Properties #4320, LLC
P.O. Box 3949
Spokane, WA 99220-3949

- 12. Attachments:**
- Exhibit A, Description of Premises
 - Exhibit A-1, Layout Drawing of Premises
 - Exhibit B, Improvements
 - Exhibit C, Adjustment of Base Rent
 - Exhibit D, Option to Extend
 - Exhibit E, Required Additional Insureds
 - Exhibit F, Signs

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IN WITNESS WHEREOF, the parties have executed this Lease, consisting of the foregoing Basic Provisions, the General Provisions and attached Exhibits, as of the date first above written.

TENANT:
CITY OF SPOKANE

LANDLORD:
LAWRENCE B. STONE PROPERTIES #4320,
LLC

By: _____

By: _____

Name: _____

Name: Lawrence B. Stone

Its: _____

Its: Managing Member

Date: _____

Date: _____

Attest:

Clerk

Approved as to form:

City Attorney

State of Washington)
) ss.
County of Spokane)

ON THIS, the _____ day of _____, 2022, I certify that I know of and have satisfactory evidence that Lawrence B. Stone is the person who appeared before me, and said person acknowledged that he signed this Lease, on oath stated that he was authorized to execute such Lease and acknowledged it as the Managing Member of Lawrence B. Stone Properties #4320, LLC to be the free and voluntary act of such party for the uses and purposes contained therein.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for said County and State,
residing at _____
My appointment expires: _____

State of _____)
) ss.
County of _____)

ON THIS, the _____ day of _____, 2022, I certify that I know of and have satisfactory evidence that _____ and _____, being the _____ and City Clerk, respectively, of the City of Spokane, are the persons who appeared before me, and said person acknowledged that he/she signed this Lease, on oath stated that he/she was authorized to execute such Lease and acknowledged it as the free and voluntary act of such party for the uses and purposes contained therein.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for said County and State,
residing at _____
My appointment expires: _____

GENERAL PROVISIONS

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GENERAL PROVISIONS

1. PREMISES

- 1.01 **"AS-IS"**. The Premises consist of the land and Building as shown in Exhibit A. Subject to the warranties in Sections 1.02 and 6.10 herein below, Tenant accepts the Premises "as is" and, except as described in Exhibit B, Landlord shall have no responsibility to construct or pay for any improvements.
- 1.02 **Delivery**. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant at the Commencement Date, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event there shall be a proportionate reduction of rent covering the periods between the commencement of said term and the time when Landlord delivers possession; provided however, notwithstanding the foregoing, in the event that Landlord fails to deliver possession of the Premises to Tenant within thirty (30) days of the Commencement Date of this Lease, then Tenant may at its option terminate this Lease by providing written notice of termination to Landlord. No delay in delivery of possession shall operate to extend the term hereof. Upon commencement of Lease, Landlord to provide Premises in good working order including, but not limited to; electrical, mechanical, HVAC and plumbing.

2. TERM

- 2.01. **Initial Term**. The Initial Term shall commence on the Commencement Date specified in Item 8 of the Basic Provisions.
- 2.02. **Option to Extend**. If an option to extend this Lease is indicated in Item 7 of the Basic Provisions, such option to extend shall be on the terms set forth in Exhibit D. As used elsewhere in this Lease "Term" shall include both the Initial Term and, if applicable, any Extension Term.

3. RENT

- 3.01. **Rent**. Tenant shall pay Landlord, without deduction or off-set, the Base Rent as shown in Item 5 of the Basic Provisions in equal monthly installments on the first day of each calendar month, in advance, commencing on the Commencement Date. Rent for any period less than a full calendar month shall be pro-rated calculated on a thirty (30) day month. The Base Rent shall be escalated as provided for in Exhibit C. In addition to the Base Rent, all amounts to be paid by Tenant pursuant to this Lease, including Additional Rent Expenses, shall be considered "additional rent" and included in all references to "rent".
- 3.02. **Security Deposit**.
- (a) The Security Deposit shall be held by Landlord as security for Tenant's performance of its obligations under this Lease. If Tenant defaults beyond any applicable notice and cure period Landlord may use all or any portion of the Security Deposit: (i) for the payment of rent or any other sum in default; (ii) for the payment of any reasonable and necessary amount which Landlord may spend by reason of Tenant's default, or (iii) as compensation for other loss or damage suffered by Landlord by reason of Tenant's default. If any portion of the Security Deposit is so used Tenant shall, within ten (10) days after Landlord's written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Tenant shall not be entitled to interest on such Security Deposit.
 - (b) If Tenant fully performs its obligations under this Lease the Security Deposit shall be returned within thirty (30) days after Tenant vacates the Premises following the expiration or earlier termination of this Lease, less any amounts required to reimburse Landlord for reasonable and necessary sums expended to place the Premises in the condition required under Section 14.

- (c) If Landlord sells or conveys the Premises Landlord shall transfer the Security Deposit to the successor in interest and, the successor in interest shall assume all of Landlord's obligations under this Lease, Landlord shall be released by Tenant from all liability for the return of the Security Deposit.

3.03 **Additional Rent Expenses.**

- (a) Tenant shall pay Landlord, as "Additional Rent," commencing on the Lease Commencement Date The following Triple Net ("NNN") expenses, billed on a monthly basis:
- Real Property Taxes - Annual property taxes for the Premises in accordance with Section 7.01.
 - Building Insurance Expenses - Annual building insurance expenses except in the case Tenant self-insures.
 - Maintenance as described in Section 6 and any other maintenance not covered elsewhere in this Lease.
 - Management Fee - Tenant shall pay Landlord, as additional rent for the management of the Premises a Management Fee ("Mgmt. Fee") equal to four percent (4%) of the then Base Rent, and all sums paid or payable by Tenant as Additional Rent, billed on a monthly basis.

Tenant shall notify Landlord in writing within five (5) days of noticing any defect, hazard and/or needed repair.

3.04 **Late Charges.**

- (a) Tenant acknowledges that late payment or nonpayment of rent will cause Landlord to incur costs of undetermined amounts. Accordingly, if any monthly installment of the Base Rent or any other sum payable by Tenant under this Lease is not received by Landlord within ten (10) days after its due date, Tenant shall pay a late charge equal to the greater of 10% of such overdue payment or \$250.00. Sums (including rent) payable by Tenant pursuant to this Lease which are past due for thirty (30) or more days shall bear interest from the due date at the rate of 18% per annum.
- (b) Landlord's acceptance of a late charge or interest on overdue amounts shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising any other rights or remedies. No payment by Tenant of an amount less than due shall be deemed as other than a partial payment on account of the most recent amounts due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

3.05. **Place of Payment.** Until otherwise directed by Landlord Tenant shall deliver all notices and pay all Base Rent and other amounts due under this Lease to Landlord's address as set forth in Item 11 of the Basic Provisions.

3.06. **Net Lease.** The parties intend that this Lease shall be a net Lease, and that: (i) all rent payable by Tenant to Landlord shall be net of all costs and expenses relating to the Premises; and (ii) all such costs and expenses paid or incurred during the Term including, but not limited to, taxes, insurance, utilities, repairs and maintenance shall be paid by Tenant, unless otherwise provided for elsewhere in this Lease.

If Tenant request Landlord to provide any services, improvements or any other type of work, materials, labor or any other billable cost on Tenant's behalf, then Landlord shall invoice Tenant for same plus 20% should Landlord agree to perform on Tenant's behalf.

4. USE OF PREMISES

4.01. **Use.** Tenant shall use the Premises only for the purpose(s) set forth in Item 2 of the Basic Provisions. Any different use shall require the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. Tenant's use shall be in full compliance with all applicable statutes, ordinances, laws, rules, regulations and restrictive covenants (collectively "Rules"), and in a manner which

does not result in a nuisance to or unnecessary disturbance to neighboring property owners or businesses, including interior or exterior noise which shall not exceed 80 decibels at any given time; provided, as long as Tenant and/or its operator uses the Premises as described in Item 2 of the Basic Provisions is in compliance with the Rules, the same shall not be considered a nuisance or unnecessary disturbance and shall not be considered a default or breach of Tenant's obligations under this Lease, Landlord hereby acknowledging that use of the Premises as described in Item 2 of the Basic Provisions in compliance with the Rules shall not be considered a nuisance or unnecessary disturbance under this Lease. Tenant shall regularly maintain the premises and surrounding area clean and free of debris, litter and abandoned or disabled vehicles. Tenant shall comply with all rules and regulations of the 2018 International Building Code and 2018 International Fire Code requirements currently adopted by Washington State and the Spokane Municipal Code, including any local amendments/requirements; provided, Landlord and Tenant acknowledge and agree Tenant will be availing itself of the exemption from such requirements pursuant to RCW 19.27.042 as codified locally in Spokane Municipal Code Section 17F.040.200. Tenant shall not maintain any item or do anything in or about the Premises which would cause the increase of insurance rates or make such insurance unobtainable.

(a) **No Outside Storage.** It shall be the Tenant's responsibility to not store any inventory, supplies, materials, chattel, or equipment outside on or about the Premises unless specifically enumerated in this Lease; provided, Tenant may use several containers for outdoor storage of such items. With written notice from Landlord, Tenant shall remove any offending items stored outside within forty-eight (48) hours of Tenant's receipt of Landlord's written notice. If Tenant fails to remove such offending items within the forty-eight (48) hours, Tenant shall be subject to a \$500.00 penalty and Tenant shall have an additional forty-eight (48) hours to remove such offending items. If Tenant again fails to remove such offending items, it shall constitute a default of this Lease and be subject to an additional \$500.00 penalty per week.

4.02. **Nuisance** Subject to Item 2 of the Basic Provisions and Section 4.01 herein above, Tenant shall not use the Premises in any manner that results in a nuisance or an unreasonable annoyance including, without limitation, the use of sound or light apparatus that can be heard or seen outside the Premises, or any other loud disturbances that could affect the neighboring property owners or businesses

4.03. **Electrical Requirements.** If Tenant installs electrical equipment which causes an overload on the electrical service to the Premises or the Building, Tenant shall, at Tenant's sole expense, make all changes necessary to comply with the requirements of insurers, the electrical utility company and any governmental authority having jurisdiction.

4.04. **Disposal of Refuse.** Tenant shall not dump, dispose, reduce or incinerate any trash, papers, refuse or garbage in or about the Premises. Tenant shall store trash and garbage within covered metal containers. Tenant shall be required to inspect the Premises and surrounding area on a daily basis for any refuse, trash, etc.

4.05. **Improvements by Tenant.** If Tenant is to construct and/or install improvements in the Premises, subject to Landlord's warranties in Section 6.10 below, Tenant's obligations as set forth in Sections 6, 8 and 18 shall commence from and after the date Tenant, or Tenant's employees, contractors or agents, take possession of the Premises.

4.06. **Suitability.**

(a) Tenant acknowledges that Landlord (including any agent of Landlord) has not made any representation or warranty with respect to the Premises or concerning its suitability for the uses intended by Tenant. Tenant agrees that Landlord has not agreed to undertake any modification, alteration or improvement of the Premises except as provided for in Exhibit B.

- (b) Subject to the warranties in Sections 1.02 and 6.10 herein below, if Tenant has occupied the Premises during any period immediately preceding the Commencement Date, the continued possession of the Premises by Tenant as of the Commencement Date shall conclusively establish that the Premises were, at that time, in a satisfactory condition. If, immediately preceding the Commencement Date, Tenant has not occupied the Premises, Tenant taking possession of the Premises shall conclusively establish that the Premises were, at that time, in satisfactory condition unless, within thirty (30) days after the date of possession, Tenant provides Landlord a written notice specifying in reasonable detail items which are defective or in an unsatisfactory condition.

4.07. **Improvements.**

- (a) Landlord's Work. Prior to the Commencement Date, Landlord shall cause the work described in Section A of Exhibit B to this Lease to be completed to Tenant's reasonable satisfaction.
- (b) Improvements by Tenant specified in Section B of Exhibit B. Tenant may but shall not be obligated to complete the improvements and alterations identified in Section B of Exhibit B to this Lease at Tenant's expense, and with Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed; provided, Tenant shall make all improvements as it elects to make in accordance with all laws, rules, regulations, and ordinances of governmental agencies, offices, and boards having jurisdiction, subject to the exemption referenced in Section 4.01 above.
- (c) Other Improvements. Tenant shall not make any improvements or alterations to the Premises other than those described in Exhibit B without the Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. After obtaining such consent, Tenant may make, at its own expense, those additional improvements or alterations to the Premises as Tenant desires. The foregoing notwithstanding, Tenant shall not be required to obtain the Landlord's consent for minor improvements or alterations, defined as improvements or alterations which cost \$10,000.00 or less and which do not involve structural modifications to the Building.

4.08. **Environmental Laws:**

- (a) During the Term of this Lease, Landlord and Tenant shall comply with all Environmental Laws and Environmental Permits (each as defined below) applicable to the operation or use of the Premises, will cause all other persons occupying or using the Premises to comply with all such Environmental Laws and Environmental Permits, will immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance, and will obtain and renew all Environmental Permits required for operation or use of the Premises.
- (b) Neither Landlord nor Tenant shall generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials as defined below on the Premises, or the Building, or transport or permit the transportation of Hazardous Materials to or from the Premises or the Building except for quantities used or stored at the Premises and required in connection with the operation of Tenant's business from the Premises and the maintenance of the Premises, and then only in compliance with all applicable Environmental Laws and Environmental Permits. Tenant shall use best efforts to safely handle and dispose of any contraband belonging to or found on individuals seeking shelter on the Premises and the presence of the same on the Premises shall not be considered a breach or default under this Lease.
- (c) At any time and from time to time during the Term of this Lease, Landlord may perform, at Landlord's sole cost and expense, upon reasonable notice to Tenant, an environmental site assessment report concerning the Premises, prepared by an environmental consulting firm chosen by Landlord, to determine the presence or absence of Hazardous Materials caused or permitted by Tenant and the potential cost of any compliance, removal or remedial action in connection with any such Hazardous Materials on the Premises; provided, in no event will Tenant be responsible for the cost of any

compliance, removal or remedial action in connection with Hazardous Materials existing on or under the Premises as of the Commencement Date. Tenant shall grant and hereby grants to Landlord and its agents access to the Premises and specifically grants Landlord an irrevocable non-exclusive license to undertake such an assessment.

- (d) Landlord and Tenant will immediately advise the other party in writing of Landlord's or Tenant's knowledge of any of the following: (1) any pending or threatened Environmental Claim (as defined below) against Tenant or Landlord relating to the Premises or the Building; (2) any condition or occurrence on the Premises or the Building that (a) results in noncompliance of the Building or the Premises with any applicable Environmental Law, or (b) could reasonably be anticipated to form the basis of an Environmental Claim against Tenant or Landlord or the Premises; (3) any condition or occurrence on the Premises or any property adjoining the Premises that could reasonably be anticipated to cause the Premises to be subject to any restrictions on the ownership, occupancy, use or transferability of the Premises under any Environmental Law; and (4) the actual or anticipated taking of any removal or remedial action by Tenant in response to the actual or alleged presence of any Hazardous Material on the Premises or the Building. All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Landlord's or Tenant's, respectively, response thereto. In addition, Landlord and Tenant will provide the other party with copies of all communications regarding the Premises with any governmental agency relating to Environmental Laws, all such communications with any person relating to Environmental Claims, and such detailed reports of any such Environmental Claim as may reasonably be requested by Landlord or Tenant.
- (e) "Hazardous Materials" means any hazardous or toxic substance, biohazard, material or waste which is or becomes: (i) regulated by any local, state or United States governmental agency; or (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under any local, state or United States law, ordinance, regulation, rule, order or policy ("Environmental Laws"), including but not limited to: (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; and (ii) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; (b) "Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; (c) "Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any Environmental Permit, including without limitation (i) any and all environmental claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all environmental claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment; and (d) "Environmental Permits"

means all permits, approvals, identification numbers, licenses and other authorizations required under any applicable Environmental Law.

- (f) Landlord and Tenant agrees to indemnify, defend and hold harmless the other party, its Manager, affiliates and related parties from and against all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages (excluding consequential and punitive damages), costs and expenses (including reasonable attorneys' and consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against such indemnitees to the extent attributable to (a) the presence of Hazardous Materials on the Premises or the Building which is caused by the indemnifying party or a related party and (b) any Environmental Claim relating in any way to the indemnifying party's operation or use of the Building or the Premises (the "Hazardous Materials Indemnified Matters"). The provisions of this section shall survive the expiration or sooner termination of this Lease. The foregoing indemnification by Tenant only shall not apply to (i) any pre-existing Hazardous Materials located on or about the Premises; or (ii) any Hazardous Materials, or conditions arising therefrom, not caused by Tenant. The foregoing indemnification by Landlord shall not apply to any Hazardous Materials, or conditions arising therefrom which do not fall within Landlord's obligations under the expressed terms of this Lease.

5. UTILITIES AND SERVICES

Tenant shall pay the cost for all utilities and services furnished to the Premises as required by Tenant including, but not limited to, electricity, natural gas, water, sewer, telephone service, refuse collection, internet access, security (alarm) system(s), if any, janitorial and maintenance services with respect to the exterior and interior of the Premises, including the parking lot, landscaping and sidewalks.

6. MAINTENANCE AND REPAIR

- 6.01. **Generally.** Notwithstanding any other provision of this Lease, except for the repair of damage caused by a casualty event (e.g., fire, explosion, flood, earthquake, windstorm, terrorist attack, etc.), which shall be repaired by the Landlord unless the Landlord or Tenant elects to terminate this Lease as provided in Section 15 below, Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises in safe operating condition, including all utilities and other systems serving the Premises, but excluding the roof, foundation, and exterior walls, which the Landlord shall maintain in good condition and repair at the Landlord's expense. The Landlord shall also be responsible for the repair of any damage to the extent caused by the Landlord and its employees, agents and contractors. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises and shall promptly repair or cause to be repaired, to Landlord's satisfaction, any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, agents, contractors, or invitees.
- 6.02. **HVAC System.** Tenant shall be responsible for keeping the currently installed heating and ventilation system ("HVAC System") operating and in good condition and repair; provided, Tenant may, at Tenant's sole cost and expense, replace the HVAC System with a comparable or superior HVAC System approved by the Landlord (which approval shall not be unreasonably withheld, conditioned or delayed). Prior to the Commencement Date, Tenant shall provide Landlord with a copy of an executed annual maintenance agreement covering the HVAC System with a heating and ventilation system maintenance provider reasonably acceptable to Landlord, and Tenant shall enter into such renewals as are necessary to cause such agreement (or a replacement agreement) to remain in effect for the Term of this Lease.
- 6.03. **Security System.** Tenant shall be responsible for keeping the currently installed security system, or such comparable or superior security system, as the Tenant may install with Landlord's approval (which approval shall not be unreasonably withheld, conditioned or delayed), operating and in good condition and repair,

and shall be responsible for paying to keep the system activated, in operation, and monitored during the Term of this Lease.

- 6.04 **Janitorial Services and Landscaping.** Tenant shall hire all necessary maintenance and janitorial personnel to keep the Premises clean and in good repair including landscaping and improvements on the Premises.
- 6.05 **Glass and Doors.** Tenant shall not damage any window(s) or doors on the Premises and shall promptly repair or replace or cause to be repaired or replaced, at Tenant's expense and to Landlord's reasonable satisfaction, any damaged or broken windows on the Premises during the Term of the Lease.
- 6.06 **Fire Sprinkler System.** Tenant shall be responsible for keeping any installed fire sprinkler system (or a comparable system) operating and in good condition.
- 6.07 **Parking Lot Maintenance and Snow Removal.** Tenant shall be responsible for all maintenance of the parking area, sidewalks and walkways and all snow and ice removal from the Premises, including removal of excess amounts of snow from the roof, and keeping gutters, downspouts and scuppers free and clear of any snow and ice that interferes with the normal drainage of water from the roof. Tenant shall also be responsible for the cost of seal coating, resurfacing and restriping of the parking lot which shall be completed in year spring of year three (3) of the Lease and year five (5) of the Lease.
- 6.08 **Condition of Premises.** At the end of the Term, Tenant shall return the Premises back to Landlord in as good a condition as they were at the beginning of the Lease Term, reasonable wear and tear excepted. Landlord has no obligation to make repairs, alterations, replacements or improvements to the Premises or the mechanical equipment serving the Premises, except as specifically provided for elsewhere in this Lease. Landlord shall not be required to make repairs, renewals, replacement, or perform any maintenance resulting from: (i) Tenant's negligence or intentional acts; (ii) Tenant's failure to observe any conditions or perform its obligations under this Lease; or (iii) alterations, additions or improvements made by Tenant.
- 6.09 **Failure to Repair.** If Tenant fails to make repairs and/or maintain the Premises in a manner reasonably satisfactory to Landlord, Landlord may, upon providing at least Tenant twenty (20) days' prior written notice unless additional time is reasonably needed in order to complete the repairs and/or maintenance, make such repairs or perform such maintenance on behalf of Tenant. In such event, such work shall be paid for by Tenant as additional rent and shall be due promptly upon Tenant's receipt of Landlord's invoice. Landlord's exercise of these rights shall not entitle Tenant to damages for inconvenience, or to any abatement of Base Rent or other amounts payable by Tenant under this Lease.
- 6.10 **Warranties.**
- (a) Landlord warrants that, as of the Commencement Date, the premises shall be in good working order, including but not limited to, HVAC, mechanical, plumbing, and electrical systems serving the Premises (the "Systems"), and that Landlord will fix any problems that arise with the Systems within thirty (30) days of the Commencement Date at no cost or expense to Tenant.
 - (b) If Landlord has obtained any warranties covering the Premises or any equipment therein which are to be repaired or replaced by Tenant, and a needed repair or replacement falls within the coverage of such warranty, Landlord shall either: (i) use reasonable efforts to cause such repairs or replacements to be made by the warranting party; or (ii) assign the warranty rights to Tenant.
- 6.11 **Americans with Disabilities Act and Related Laws.** Notwithstanding contained in this lease, Landlord and Tenant agree that responsibility for compliance with the Americans With Disabilities Act of 1990 and any related or similar local or state laws, rules, or regulations (the "ADA") shall be allocated as follows: (i)

Landlord shall be responsible for compliance with the provisions of Title III of the ADA for all Common Areas of the Building, including exterior and interior areas of the Building, unless such compliance is caused by Tenant's particular use of the Premises that is different than the customary use of the Building, (ii) Landlord shall be responsible for compliance with the provisions of Title III of the ADA for any construction, renovations, alterations and repairs made within the Premises if such construction, renovations, alterations or repairs are made by Landlord at Landlord's request and sole expense for the purpose of improving the Building generally, (iii) Tenant shall be responsible for compliance with the provisions of Title III of the ADA in connection with any construction, renovations, or improvement work within the Premises occurring after Landlord's delivery of the Premises to Tenant, and (iv) Tenant shall be responsible for compliance with the provisions of Title III of the ADA for Common Areas of the Building, whether interior or exterior, if necessitated or caused by Tenant's particular use of the Premises which is different than the customary use of the Building.

7. TAXES; OTHER ASSESSMENTS

- 7.01. **Obligation to Pay Taxes.** Tenant shall pay all personal property taxes levied and assessed against Tenant's fixtures, equipment and other property on the Premises. In addition, Tenant shall pay Landlord, promptly upon demand, all ad valorem real property taxes and assessments levied and assessed against the Premises, including the land on which such Premises are situated. Taxes and assessments payable to Landlord shall be prorated for the first and last years of the Term.
- 7.02. **No Right to Contest.** Tenant shall not have the right to contest the amount or validity of all or any part of the real property taxes and assessments which Tenant is required to pay as determined by any governmental authority having jurisdiction in the state where the property is located. Tenant shall indemnify Landlord against any loss or liability incurred by reason of such unauthorized contest.
- 7.03. **New Taxes.** Tenant shall pay Landlord upon demand all taxes and other charges payable by Landlord to any government entity (other than net income, estate or inheritance taxes) whether or not now customarily paid or within the contemplation of the parties: (i) by reason of or measured by the Base Rent or additional rent payable by Tenant; (ii) allocable to or measured by the area or value of the Premises; (iii) allocable to or measured by the use and occupancy of the Premises by Tenant; or (iv) levied for services rendered by or on behalf of any public, quasi-public or governmental entity.

8. INSURANCE

- 8.01. Tenant shall carry and maintain, at Tenant's sole expense, the following types and amounts of insurance, in the form as provided for elsewhere in this Section 8; provided, Tenant shall self-insure for the coverages required by this Section by providing Landlord with a letter from Tenant's risk manager describing Tenant's insurance coverages:
- (a) **Public Liability and Property Damage:** (i) bodily injury liability insurance with limits of at least \$5,000,000.00 per person and \$5,000,000.00 per occurrence insuring against liability of the insured(s) with respect to the Premises used by Tenant, its employees, agents, contractors, customers and invitees, or arising out of the maintenance, use and occupancy thereof; and (ii) property damage liability insurance with limits of at least \$5,000,000.00 per occurrence. All such bodily injury and property damage insurance shall insure the performance by Tenant of its indemnity obligations contained in this Lease as to liability for injury to or death of person and injury or damage to property, and shall name those persons and entities listed in Exhibit E as additional insureds.
 - (b) **Plate Glass.** Tenant shall be responsible for the maintenance, repair or replacement of any plate glass on the Premises but shall have the option to either insure the risk or to self-insure the same.
 - (c) **Premises Facilities Furnished and Installed by Tenant; Personal Property.** Insurance covering all items comprising Tenant's leasehold improvements, trade fixtures, equipment and personal

property on or upon the Premises in an amount not less than 90% of their full replacement cost, providing protection against any peril included within the classification "fire and extended coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate pursuant to the provisions of Section 15.

- 8.02. **Policy Form.** All insurance policies shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial strength rating of A++ (or equivalent ratings if such are changed) as rated in the current "Best's Insurance Reports" and qualified to do business in the State of which the property is located. Certificates of such required insurance together with all required additional insured endorsements shall be delivered to Landlord within ten (10) days after the Commencement Date, and thereafter within thirty (30) days prior to the expiration of the term of each policy. Public liability and property damage policies shall contain a provision that Landlord shall be entitled to recover any loss under such policies. When any insurance policy expires or terminates, a like renewal or additional policy shall be purchased by Tenant and up-to-date certificates and endorsements shall be promptly delivered to Landlord as required above. All policies shall contain a provision that the insurer shall provide Landlord twenty (20) days' prior written notice of any cancellation, lapse or reduction in the amounts of insurance. All insurance policies required of Tenant shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.
- 8.03. **Failure of Tenant to Insure.** If Tenant fails to keep in force any of the insurance required in this Section 8, after providing Tenant with written notice and three (3) business days in which to cure such failure Landlord may, but shall not be required to, purchase and keep in force the same, and Tenant shall pay the full amount of Landlord's expense with respect thereto, such payment to be made within ten (10) days after Landlord's demand. Landlord's election to purchase such insurance on behalf of Tenant shall not constitute a curing of Tenant's default nor be an election of remedies otherwise available to Landlord.
- 8.04. **Waiver of Subrogation.** All required insurance shall include an endorsement denying to the insurer a right of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of an injury or loss. Notwithstanding any other provisions of this Lease Tenant waives all rights of recovery against Landlord for injury or loss due to hazards covered by insurance containing such endorsement, to the extent of the insurance proceeds paid or payable by reason of a covered injury or loss. The foregoing waiver: (i) shall apply to both the Premises and the entire Building; and (ii) shall not apply to losses in excess of available insurance coverage, losses excluded from available insurance coverage or losses for which insurance proceeds are not available for any reason.

9. ALTERATIONS

- 9.01. **Consent Required.** Except as provided for in Section B of Exhibit B, Tenant shall make no alterations, improvements or additions ("Improvements") in or about the Premises without Landlord's written approval, which consent shall not be unreasonably withheld, conditioned, or delayed. Improvements shall be performed at Tenant's expense in compliance with applicable statutes, ordinances, codes and regulations. Upon the expiration or early termination of this Lease, the Improvements shall remain with the Premises unless, at the time of Landlord's approval, Tenant is advised by Landlord that the Improvements are to be removed upon the expiration or early termination, in which event Tenant shall promptly remove the Improvements and restore the Premises to the same condition as existed prior to such Improvements.
- 9.02. **Tenant's Alterations.** Tenant shall promptly complete, at Tenant's sole expense, all alterations and/or repairs to the Premises required by: (i) any federal, state or local building, fire, life-safety or similar law, code or regulation adopted or amended after the Commencement Date; (ii) reason of any Tenant alterations to the Premises; or (iii) a change in Tenant's use of the Premises. Landlord shall be responsible for alterations and/or repairs to the Premises required by any federal, state or local building, fire, life-safety or similar law, code or regulation in effect prior to the Commencement Date.

- 9.03. **Trade Fixtures.** Trade fixtures, equipment and other personal property installed in the Premises by Tenant and not permanently affixed to the Premises shall remain Tenant's property, and provided that: (i) Tenant is not in default; and (ii) Tenant promptly repairs all damage resulting from the installation and/or removal, and fully restores the Premises, may be removed by Tenant at any time during the Term.
- 9.04. **Liens Prohibited.** Tenant shall pay all costs for the work done by or for it on the Premises and shall keep the Premises and the Building free and clear of all liens caused by Tenant, its employees, agents or contractors. Tenant shall indemnify, save and hold Landlord and the Building harmless against any liability, loss, damage, cost, attorneys' fees and all other expenses on account of any such prohibited lien.

10. SIGNS

Tenant may only install exterior signs in accordance with the provisions of Exhibit F. After installation of any approved exterior sign(s) Tenant shall maintain same in good condition and repair. Upon the expiration or early termination of this Lease, Tenant shall repair all damage caused by the installation or removal. If Tenant fails to do so, Landlord shall have the right to perform such maintenance, repairs or replacement and Tenant shall pay Landlord all costs thereof within ten (10) days after Landlord's written demand.

11. QUIET ENJOYMENT

Landlord intends that Tenant, upon paying the Base Rent and other amounts payable by Tenant under this Lease, and performing the covenants, terms and conditions of this Lease required of Tenant, will quietly have, hold and enjoy the Premises during the Term.

12. ASSIGNMENT AND SUBLETTING

12.01. Restrictions.

- (a) Tenant shall not transfer, assign, sublet or otherwise transfer this Lease (a "Transfer") without Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition, or delay. Landlord may withhold consent if the proposed use of the Premises is different from the use permitted by Sub-Section 4.01 or if the use changes following such Transfer. Any Transfer without Landlord's prior written consent shall be null and void and, at the option of Landlord, constitute a default under this Lease.
- (b) Landlord may withhold such consent: (1) unless Tenant remains fully liable during the unexpired Term; (2) unless the creditworthiness of the proposed assignee or sub-tenant is at least equal to Tenant's creditworthiness as of the Effective Date; or (3) Landlord reasonably believes the assignment will: (i) cause a breach of any provision in any other agreement relating to the Premises; (ii) be in breach of any restrictions applicable to the Premises; (iii) involve the storage, use or disposal of any Hazardous Material; (iv) adversely affect the reputation or image of the Premises; or (v) require Landlord to perform alterations to the Premises or Building by reason of any applicable law, code or regulation.
- (c) Any assignment or subletting by Tenant of all or any portion of the Premises shall automatically operate to terminate all rights of Tenant with respect to this Lease, including any option to expand the Premises or to extend or renew the term of this Lease. Provided, providing shelter to vulnerable and homeless individuals and families shall not be considered a subletting of the Premises.

- 12.02. **Tenant's Obligations.** Tenant shall pay Landlord's attorney's fees and other costs incurred as a result of any Transfer. Landlord's consent to a Transfer shall not: (i) relieve Tenant of its obligations under this Lease, whether accruing before or after such Transfer; or (ii) constitute a waiver of the requirement to obtain Landlord's consent to subsequent Transfers. Each assignee shall assume in writing all obligations of Tenant under this Lease, and shall remain jointly and severally liable with Tenant for the full and timely performance of this Lease.

- 12.03. **Subsequent Modifications.** Assignment of this Lease by Tenant with Landlord's consent shall constitute the express agreement by Tenant those subsequent modifications of this Lease by Landlord and the assignee shall not: (i) require Tenant's prior consent or approval; or (ii) release or relieve Tenant from liability hereunder, provided that if such modifications increase the rent or other obligations of Tenant, Tenant's liability shall be limited to the terms of this Lease as the same existed on the date of assignment.
- 12.04. **Sublease Rent.** If Tenant subleases the Premises at a rent in excess of the then current Base Rent Landlord may refuse consent unless Tenant agrees that 75% of such excess rent to be paid by the sub-tenant shall be paid to Landlord. Rent includes rent or other consideration paid to Tenant directly or indirectly by any sub-tenant or any other amount received by Tenant from or in connection with any subletting.

13. SUBORDINATION AND FINANCING

This Lease shall be subordinate to the lien of any mortgage, deed of trust or other encumbrance, together with any renewals, extensions or replacements now or hereafter placed, charged or enforced against Landlord's interest in the Building and the Premises; provided, however, that Tenant's rights under this Lease shall not be disrupted by such lien of mortgage. Upon Landlord's request Tenant agrees to execute and deliver such commercially reasonable documents as may be required to effectuate such subordination. If Tenant fails to execute and deliver such documents within ten (10) days after receipt, Tenant irrevocably appoints Landlord as Tenant's true and lawful attorney-in fact to execute and deliver in Tenant's own name such documents for and on behalf of Tenant in connection with such subordination.

14. SURRENDER OF PREMISES

14.01. Condition Upon Surrender.

- (a) Upon the expiration or early termination of this Lease Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as existed on the Commencement Date, or as hereafter may be improved by Landlord or Tenant, reasonable wear and tear excepted.
- (b) Prior to the expiration or early termination of this Lease Tenant shall, at its sole expense:
 - (i) repair all damage to Premises, including restrooms, caused by tenant operations and those individuals that used tenant's services over the term of the Lease;
 - (ii) remove from the Premises all debris, rubbish, furniture, equipment and trade fixtures, free standing cabinetwork, movable partitions and other articles of personal property owned by Tenant (exclusive of any items described in Sub-Section 14.04);
 - (iii) repair all damage resulting from the removal of items pursuant to Sub-Section (i) above;
 - (iv) repair and paint all area walls and trim damaged or that may be excessively dirty by Tenant in colors as selected by Landlord; and
 - (v) professionally clean all floors and carpets, or replace them if damage caused by Tenant's operations renders them uncleanable to the condition as existed on the Commencement Date, reasonable wear and tear excepted.

The actions in Sub-Section (b) above shall be taken by Tenant no earlier than thirty (30) days prior to the date of expiration or early termination of this Lease. Should Tenant not complete any of the items listed in Sub-Section (b) above, Landlord may contract the work to be completed. Upon contracting for such work as listed in Sub-Section (b), Landlord may require immediate payment from Tenant or may deduct the cost of the work, plus a 20% mark-up, from Tenant's Security Deposit refund.

Upon date of vacation, if Tenant does not properly discontinue service with all utility providers, then Tenant shall continue to be responsible for payment of all utility charges until said change is properly made.

14.02. **Consequential Damages.**

- (a) In addition to the remedies available at law or equity or under this Lease, Landlord shall be entitled to recover all damages as indicated elsewhere in this Sub-Section 14.02 from Tenant as a consequence of Tenant's failure, by the expiration or early termination of this Lease, to: (i) surrender the Premises; or (ii) restore the Premises to the condition required by Sub-Section 14.01 above.
- (b) Consequential Damages are recoverable if Tenant fails to take any of the actions indicated in Sub-Section (a) above, and Landlord shall be entitled to recover from Tenant any or all of the following: (i) holding over rent pursuant to Sub-Section 20.05; (ii) lost rental income resulting from Landlord's inability to timely deliver possession of the Premises to a new tenant; (iii) all costs and expenses incurred due to Landlord's inability to timely deliver possession of the Premises to a new tenant including holdover rent payable by such new tenant to its landlord, additional storage, moving and relocation expenses incurred by such new tenant, and the costs and expenses of any temporary premises for such new tenant; and (iv) commercially reasonable and necessary costs and expenses incurred by Landlord in restoring the Premises to the condition required by this Lease on an expedited basis including, without limitation, loan financing costs, interest, and overtime labor costs.

14.03. **Abandoned Property.** If Landlord re-enters the Premises as provided for in Section 17, any of Tenant's property not removed upon the expiration of this Lease (or within seventy-two (72) hours after termination by reason of Tenant's default) shall be considered abandoned, and Landlord may: (i) remove such property; (ii) dispose of such property in any manner; or (iii) store such property in a public warehouse or elsewhere for the account, and at the expense and risk of Tenant. If Tenant fails to pay the costs of storing such abandoned property after being stored for a period of thirty (30) days, Landlord may, without notice to Tenant, dispose of or sell such property at public or private sale in a manner and at such times and places as Landlord may deem proper, for the payment of such costs. Landlord shall apply the proceeds of such sale as follows: first, to the costs and expenses of such sale, including reasonable attorneys' fees; second, to the costs and charges for storing such property; third, to the payment of other sums of money which may then or thereafter be due from Tenant pursuant to this Lease; and fourth, the balance, if any, to Tenant. These provisions shall be without prejudice to Landlord to exercise any other rights over Tenant's property on the Premises as provided for elsewhere in this Lease or allowed by law.

14.04. **Permanent Property.** All fixtures, equipment, alterations, additions, improvements and/or appurtenances attached to or built into the Premises prior to or during the Term, whether by Landlord at its expense or at the expense of Tenant, shall remain part of the Premises and may not be removed by Tenant unless provided for elsewhere in this Lease, or otherwise directed by Landlord. Such fixtures, equipment, alterations, additions, improvements and/or appurtenances includes, but is not limited to: floor coverings, ceiling installation, drapes, paneling, vaults, plumbing systems, electrical systems, lighting systems, all fixtures, cabling and outlets for such systems, and all fixtures, cabling and outlets for telephone, radio and television.

14.05. **Tenant's Option to Terminate.** Tenant may terminate this Lease and vacate the Premises and surrender the same to Landlord if a hearing examiner or court of competent jurisdiction issues an order or judgment that the Premises may not be used for the purposes described in Item 2 of the Basic Provisions, or if, Tenant is otherwise prevented by law from using the building and/or premises for such purposes, and the same shall not be considered a default or breach of this Lease and all liability of Tenant hereunder shall cease but in either case, Tenant shall pay to Landlord a termination fee equal to twelve (12) months of the current Base Rent as liquidated damages for the early termination of this Lease by Tenant. Tenant shall also have the right to terminate this lease at any time by giving written notice to Landlord of the intention of Tenant to do so at least sixty (60) days prior to the date of the proposed early termination of the Lease. In such an event, (i) the proposed early termination date shall operate as if that date were the time originally fixed for the termination of this Lease, and all provisions of this Lease that are to become effective on termination shall become operative or effective on that date, and (ii) Tenant shall pay to Landlord a termination fee

equal to twelve (12) months of the current Base Rent as liquidated damages for the early termination of this Lease by Tenant.

15. DESTRUCTION OF PREMISES

- 15.01. **Fully Tenantable.** If the Premises are damaged by any casualty (an "Occurrence"), but are not rendered untenable, in whole or in part, Landlord shall, at its expense repair such damage, and neither the Base Rent or other amounts payable by Tenant under this Lease shall be abated.
- 15.02. **Partially Untenable.** If an Occurrence renders the Premises partially untenable Landlord shall, at its expense, repair such damage, and the Base Rent for the part of the Premises rendered untenable shall be abated on a pro-rata square foot basis as long as said part remains untenable. "Partially untenable" shall mean that Tenant is unable to use the Premises for the use as set forth in Item 2 of the Basic Provisions for a period of ten (10) or more consecutive days.
- 15.03. **Totally Untenable.** If an Occurrence renders the Premises wholly untenable Landlord shall, at its own expense, repair such damage, and the Base Rent shall be abated. In such event Landlord and Tenant shall each have the right, upon written notice to the other party within thirty (30) days after the Occurrence, to terminate this Lease. All rights and obligations of the parties shall terminate as of the date of the Occurrence, except for Tenant's obligation to pay Base Rent or other amounts which were due and payable prior to the date of the Occurrence.
- 15.04. **Uninsured Casualty.**
- (a) If the Premises or Building are damaged by a casualty not covered by Landlord's insurance and the cost of repairs exceeds \$50,000.00, Landlord may, upon written notice to Tenant within thirty (30) days after the Occurrence, terminate this Lease, in which event all rights and obligations of the parties shall terminate and end as of the date of the Occurrence, except for Tenant's obligation to pay any Base Rent or other amounts which were due and payable prior to the date of the Occurrence.
 - (b) Landlord shall have no obligation to repair the Premises and shall have the right to terminate this Lease if the Term (exclusive of unexercised options to renew the Term as of the date of the Occurrence) has less than two (2) years remaining from the date of the Occurrence to the date of expiration.
- 15.05. **Destruction of Building.** If 50% or more of the Building is damaged or destroyed, either party shall have the right, upon written notice to the other party within thirty (30) days after the Occurrence, to terminate this Lease, in which event all rights and obligations of the parties shall terminate as of the date of the Occurrence, except for Tenant's obligation to pay any Base Rent or other amounts which were due and payable prior to the date of the Occurrence.

16. EMINENT DOMAIN

- 16.01. **Definition of Taking.** If the Premises are acquired or damaged by the exercise of the right of eminent domain or other activity by a public authority, whether or not such damage involves a physical taking of any portion of the Premises, this shall be considered a taking. If such taking renders the Premises no longer suitable for the purpose of the tenancy, this shall be considered a total taking. Any other taking shall be considered a partial taking.
- 16.02. **Total Taking.** In the case of a total taking this Lease shall terminate on the date the Premises are rendered unsuitable for the purposes of the tenancy and all compensation, whether fixed by agreement or judicial award, shall belong to Landlord except those portions specifically allocated as compensation for Tenant's actual expenses incurred for moving Tenant's fixtures, equipment and inventory.

- 16.03. **Partial Taking.** In case of a partial taking: (i) Landlord shall, at its expense, repair the Premises in accordance with plans and specifications as approved by Tenant; (ii) all compensation paid by the condemning authority in connection with the taking shall be paid to Landlord and Tenant pursuant to Sub-Section 16.02; and (iii) the Base Rent shall be reduced proportionately on the basis which the then fair market value of that portion of the Premises taken bears to the total then fair market value of the Premises before the taking.

17. **DEFAULT**

- 17.01. **Events of Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Tenant vacating or abandoning the Premises any time after the Commencement Date and/or taking initial possession of the Premises unless this Lease is terminated early as provided in Section 14;
- (b) Failure of Tenant to pay any installment of rent within ten (10) days following its due date without the requirement of written notice of demand;
- (c) Failure of Tenant to pay any other sum payable under this Lease within thirty (30) days after receipt of written demand;
- (d) Default by Tenant in the performance of any of Tenant's covenants or obligations (excluding a default in the payment of rent or other monies due) which continues for thirty (30) days after written notice is delivered to Tenant by Landlord; provided, however, that if the nature of such default is such that same cannot reasonably be cured within such thirty (30) day period, such shall not constitute an event of default if Tenant commences performance within thirty (30) days of such notice and diligently pursues same to completion to the satisfaction of Landlord, but in any event, no more than sixty (60) days from notice; or
- (e) Filing by or against Tenant in any court, pursuant to any statute for: (i) a petition in bankruptcy or insolvency; (ii) reorganization or appointment of a receiver or trustee of all or a substantial portion of Tenant's property; (iii) an assignment for the benefit of creditors; or (iv) any execution or attachment issued against Tenant or all or a substantial portion of Tenant's property, and whereby all or any portion of the Premises or any improvements thereon shall be taken, occupied or attempted to be taken or occupied by someone other than Tenant, and such adjudication, appointment, assignment, execution or attachment is not set aside, discharged or bonded within thirty (30) days after the determination, issuance or filing of same.

- 17.02. **Landlord's Remedies.** In the event of Tenant's default under this Lease, Landlord shall have all rights and remedies allowed by law or equity including, but not limited to:

(a) **Termination; Damages.** In addition to any other remedy available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease and/or Tenant's right to possession of the Premises by delivering written notice of termination. If Landlord so terminates this Lease and/or such possession, such termination shall constitute Landlord's right to recover from Tenant any damages equal to the sum of:

- (i) The "worth" of any unpaid Rent due to Landlord as of the date of termination; plus
- (ii) The "worth" of the amount by which the unpaid Rent which would have been earned after termination and until the time re-letting rent begins; plus
- (iii) The "worth" of any balance of rent loss from the re-letting and until the time there is no rent loss suffered by the Landlord; plus
- (iv) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which would likely result from a default including, without limitation, Re-Letting Expenses; plus

- (v) Reasonable costs and attorneys' fees incurred by Landlord as the result of such material default if a suit is filed by Landlord to enforce any remedy; plus
- (vi) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law in the state where the Premise are located.

As used in Sub-Sections (i), (ii) and (iii) above, the "worth" shall be computed by allowing interest for these Sub-Sections.

Termination of this Lease under this Sub-Section 17.02 shall not release or discharge Tenant from its obligations under this Lease but shall only constitute a termination of Tenant's right to possess and occupy the Premises.

(b) Enforcement.

(i) If Tenant defaults under this Lease Landlord may, without terminating this Lease, either recover Rent as it becomes due or re-let the Premises or any part thereof for such term, and at such rent and other terms and conditions as Landlord, in Landlord's sole discretion, may deem advisable, Landlord will retain the right to make commercially reasonable Alterations and repairs necessary to re-let Premises, the cost of which shall be chargeable to Tenant.

(ii) If Landlord elects to re-let the Premises, rents received from such re-letting shall be applied as follows: first, to reasonable attorneys' fees incurred by Landlord as a result of Tenant's default; second, to the costs of suit if action is filed to enforce Landlord's remedies; third, to payment of Tenant indebtedness other than Rent due under this Lease; fourth, to payment of commercially reasonable and necessary Re-Letting Expenses; fifth, to payment of commercially reasonable and necessary costs of Alterations and repairs to the Premises; and sixth, to payment of Rent due and unpaid. The remaining balance, if any, shall be held by Landlord and applied toward payment of future Rent as may become due and payable. Should that portion of rent received from re-letting during any month which is applied to the payment of Rent be less than the Rent owed by Tenant during that month, Tenant shall pay Landlord such deficiency. Tenant shall also pay, as soon as ascertained, commercially reasonable and necessary Re-Letting Expenses incurred by Landlord in re-letting or making Alterations and repairs to the Premises.

(c) Non-Termination; Re-Entry. Landlord may, without terminating this Lease: (i) re-enter and take possession of the Premises and all improvements; (ii) collect rents from any sub-tenants; and/or (iii) sublet all or any part of the Premises for the account of Tenant, upon terms and conditions as determined by Landlord. In the event of such subleasing: (a) Landlord may collect rent from such sublease and apply first towards expenses incurred by Landlord in dispossessing Tenant and subletting the Premises and, thereafter towards all Rent payable by Tenant under this Lease; and (b) Tenant shall be liable to Landlord for all Rent payable by Tenant under this Lease, less amounts received by Landlord from a sublease and after payment of Landlord's expenses.

(d) No Termination. Landlord's re-entry or taking possession of the Premises is not an election to terminate this Lease, unless Landlord delivers written notice of such election to Tenant. Notwithstanding a re-letting without termination Landlord may, after such re-letting but prior to cure of the default by Tenant to the satisfaction of Landlord, elect to terminate this Lease for such default.

(e) Landlord's Lien. Upon Tenant's default Landlord shall have the right to: (i) enter the Premises; (ii) change the door locks; (iii) exclude Tenant from the Premises; and (iv) take and retain possession of any property on the Premises owned by or in the possession of Tenant as security for Tenant's performance. Tenant hereby grants Landlord a lien under applicable state law on all of said property comprising the Premises and the Building, which lien shall secure the future performance by Tenant

of this Lease. No property subject to said lien shall be removed by Tenant from the Premises so long as Tenant is in default of any monetary obligations under this Lease. No Landlord's actions in connection with the enforcement of the rights as provided for in this Section 17 shall not constitute a trespass or conversion and Tenant shall indemnify and hold Landlord harmless from and against any such claim or demand.

- (f) **Acceleration.** Should Tenant be in Default of this Lease for any reason up to and including non-payment of Rent and/or Additional Rent Expenses, Abandonment and/or Termination, acceleration of any and all Rent payments through the existing Term of this Lease shall be due and collectible immediately. Landlord is not required to mitigate expenses any further than required by law and as agreed to in Section 17.04. Application of this clause in no way terminates this Lease, Tenant's obligations under the Terms of this Lease, nor does it fully relieve Tenant of any other Remedies which may be available to Landlord under the current state laws.

- (g) **Definitions.** As used in this Sub-Section 17.02:

- (i) "Alterations" means, and is limited to alterations that Landlord reasonably takes which mitigates Tenant's obligations pursuant to Sub-Section 17.02 above;
- (ii) "Re-Letting Expenses" means all expenses incurred by Landlord in re-letting the Premises including all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Tenant's property, and tenant improvements and rent concessions granted to any new tenant, pro-rated over the affected term of the lease; and
- (iii) "Rent" means and includes the Base Rent, Additional Rent and all other sums required to be paid by Tenant pursuant to this Lease.

- 17.03. **Remedies Cumulative.** The rights, privileges, elections and remedies of Landlord set forth in this Lease or allowed by law or equity are cumulative and the enforcement by Landlord of a specific remedy shall not constitute an election of remedies and/or a waiver of other available remedies.

- 17.04. **Mitigation.** Landlord shall have the obligation to make reasonable efforts to mitigate the loss or damage occasioned by Tenant's default, provided that said obligation shall not: (a) relieve Tenant of the burden of proof as required in this Section 17; or (b) otherwise affect the rights and remedies available to Landlord in the event of Tenant's default, or otherwise allowed by law or equity. Notwithstanding any other provision of this Section 17, Landlord has no obligation to mitigate rental loss by re-letting the Premises so long as: (i) Landlord has other similar premises within the same Metropolitan Statistical Area vacant; (ii) a prospective tenant's use of the Premises would be undesirable in the reasonable judgment of Landlord; (iii) Landlord is required to incur expenses to remodel, alter or improve the Premises; or (iv) the result would be Landlord being in breach or default under any other contractual obligations of Landlord.

18. INDEMNITY

- 18.01. **By Tenant.** Tenant shall indemnify and hold Landlord harmless against all actions, claims, damages or expenses of any kind, including attorneys' fees, which may be brought or made against Landlord, or which Landlord may pay or incur, by reason of Tenant's: (i) use and occupancy of the Premises; (ii) negligence; or (iii) failure to comply with its obligations as set forth in this Lease. This indemnity shall not, apply to claims or damages that are a direct result of the negligence or willful misconduct of Landlord or its agents, employees or contractors.
- 18.02. **By Landlord.** Landlord shall indemnify and hold Tenant harmless against all actions, claims, damages or expenses of any kind, including attorneys' fees, which may be brought or made against Tenant, or which Tenant may pay or incur, by reason of Landlord's negligence or failure to comply with its obligations as set

forth in this Lease. This indemnity does not apply to claims or damages that are a direct result of the negligence or willful misconduct of Tenant or its agents, employees or contractors.

- 18.03. **Non-Liability of Landlord.** Notwithstanding any other provisions of this Lease Landlord shall have no liability for: (i) bodily or personal injury to any person(s) arising from or occurring on the Premises, unless caused by the negligence, intentional acts or omissions of Landlord or its employees, agents or contractors; (ii) damage to or loss, by theft or otherwise, of Tenant's property located on the Premises; or (iii) injuries or damage resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow or leaks from pipes, appliances, plumbing, street or subsurface, except to the extent caused by the negligence, intentional acts or omissions of Landlord, its employees, agents or contractors. Tenant assumes the risk of property kept or stored on the Premises and shall hold Landlord harmless from any claims arising out of damage to same. Tenant shall give immediate notice to Landlord in case of fire or accidents on or in the Premises.

19. EXECUTIVE ORDER NO. 13224; THE PATRIOT ACT

Tenant shall comply with all applicable orders, rules, regulations and recommendations promulgated under or in connection with: (i) Executive Order No. 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 ("Executive Order"); and (ii) the Patriot Act of 2001.

20. ADDITIONAL PROVISIONS

- 20.01. **Landlord's Right of Entry.** Landlord shall and may enter the Premises during Tenant's normal business hours upon providing twenty-four (24) hour prior notice for the purposes of: (i) verifying the Premises' condition; (ii) making repairs or performing maintenance as allowed in Section 6.09 above; (iii) serving notice pursuant to this Lease; (iv) showing the Premises to prospective brokers, agents or buyers; or (v) showing the Premises to prospective tenants during the final twelve (12) months of the Term. If Landlord reasonably believes that an emergency exists requiring Landlord to enter the Premises, Landlord may do so without prior notice, but shall promptly notify Tenant after entry of the circumstances and the nature of actions taken upon entry.
- 20.02. **No Waiver.** The failure of Landlord or Tenant to seek redress for violations or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed a waiver of such violation or of any future violation. The waiver by Landlord or Tenant of any breach shall not be deemed a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease.
- 20.03. **Notices.** Notices, approvals, consents, requests or elections given or made pursuant to this Lease shall be deemed delivered when in writing and deposited in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested, or sent via a national overnight delivery service with delivery tracking services, and addressed to the party at the address set forth in Items 10 or 11 of the Basic Provisions.
- 20.04. **Limitation of Landlord's Liability.** Landlord's obligations under this Lease do not constitute personal obligations of Landlord or its successors or assigns. Tenant shall look solely to the real estate that is the subject of this Lease for satisfaction of any liability under this Lease. Landlord cannot be held responsible for any actions taken by Tenant or Tenant's guests while on Leased Premises.
- 20.05. **Holding Over.** If Tenant continues to occupy the Premises or any part thereof after the expiration or early termination of this Lease, such tenancy shall be month-to-month at a rent equal to 125% of the Base Rent in effect as of the last month of the Term of the expired or terminated Lease. Force majeure is not an excuse for holding over.
- 20.06. **Transfer of Landlord's Interest.** If Landlord sells or conveys the Premises, Landlord shall be relieved from all obligations and liabilities accruing thereafter, provided that funds in Landlord's possession at the

time of transfer in which Tenant has an interest shall be delivered to Landlord's successor. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee, provided all Landlord's obligations are assumed in writing by the transferee. Tenant may continue to send rent to Landlord and otherwise treat Landlord as landlord until Tenant is provided with: (i) written notice of such sale or conveyance; (ii) the name and address of transferee; and (iii) a copy of the transferee's written acceptance of Landlord's obligations pursuant to this Lease.

- 20.07. **Notice of ADA Violations.** Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other party with copies of any notices claiming or alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to the Premises or the Building, or any claim made or threatened in writing regarding noncompliance with the ADA and relating to the Premises or the Building, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Premises or the Building.
- 20.08. **Succession.** This Lease shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.
- 20.09. **Estoppel Certificate.**
Within (10) days after written notice Tenant shall execute and deliver to Landlord a written statement: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this modified Lease is in full force and effect), and the date to which rent and other charges are paid in advance; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults by Landlord, or specifying such defaults if they are claimed; and (iii) containing any other certifications, acknowledgments and representations as may be reasonably requested by Landlord or the party for whose benefit such estoppel certificate is requested.
- 20.10. **Warrant of Financial Statements.** Tenant, the officer(s) signing this Lease (if a corporate Tenant), and each guarantor of this Lease, if any, represent, warrant and certify to Landlord that all financial statements and information provided to Landlord are true, accurate and correct, and represent the financial condition of Tenant or the guarantor(s), as the case may be, as of the Effective Date.
- 20.11. **Severability.** If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 20.12. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, government restrictions, regulations or controls, hostile government action, civil commotion, war (declared or undeclared), acts of terrorism, fire or other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except Tenant's obligations to pay rent and other charges pursuant to this Lease, which obligation shall not be affected by any such prevention, delay or stoppage.
- 20.13. **Recording; Disclosure.** Neither party shall record this Lease, it being agreed that Tenant's possession of the Premises is adequate notice of Tenant's leasehold interest.
- 20.14. **Periods of Time.** Unless otherwise specified, any period of time in this Lease shall: (i) mean Pacific Time; (ii) begin the day after the event starting the period; and (iii) expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in the applicable law of the State where the Premises are located, in which case the specified period of time shall expire the next day that is not a Saturday, Sunday or legal holiday.

- 20.15. **Waiver of Trial by Jury.** Tenant and Tenant's successors, sub-tenants and assignees shall, and do hereby waive, trial by jury in any action, proceeding or claim brought by or against Landlord on any matter arising out of or in any way connected with this Lease.
- 20.16. **Attorneys' Fees.** In any action or proceeding between the parties to enforce, interpret or construe the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees and costs, and out-of-pocket costs arising out of or related to such action or proceeding.
- 20.17. **Entire Agreement.** This Lease, including the attached exhibits, contains the entire agreement between the parties as of the Effective Date, and its execution has not been induced by either party or any agent of either party, by representations, promises or undertakings not expressly contained herein. There are no collateral agreements, covenants, promises or undertakings whatsoever between the parties concerning the subject matter of this Lease which are not expressly contained herein, or in an amendment mutually executed by the parties and affixed hereto. No other prior or contemporaneous agreement or understanding shall have any legal effect whatsoever.

EXHIBIT A

DESCRIPTION OF PREMISES

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 14, 572.7 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 72°34' EAST 308.31 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH ON A LINE PARALLEL WITH THE SAID WEST LINE OF SECTION 14, 297.63 FEET TO THE SOUTH RIGHT OF WAY LINE ON TRENT ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND THE SOUTH LINE OF THAT PARTICULAR TRACT CONVEYED TO THE CITY OF SPOKANE BY DEED RECORDED IN BOOK 519 OF DEEDS, PAGE 19, 277.14 FEET;

THENCE SOUTH PARALLEL WITH SAID WEST LINE OF SECTION 14, 359.05 FEET;

THENCE SOUTH 72°34' WEST 252.45 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-1

LAYOUT DRAWING OF PREMISES

Commonly identified as the property located at 4320 E. Trent Avenue in Spokane, WA, APN 35142.0005, as illustrated on the following site plan:

Note: All electronic transmissions of any drawings included with this Lease shall be depicted in color for proper clarity and identification.

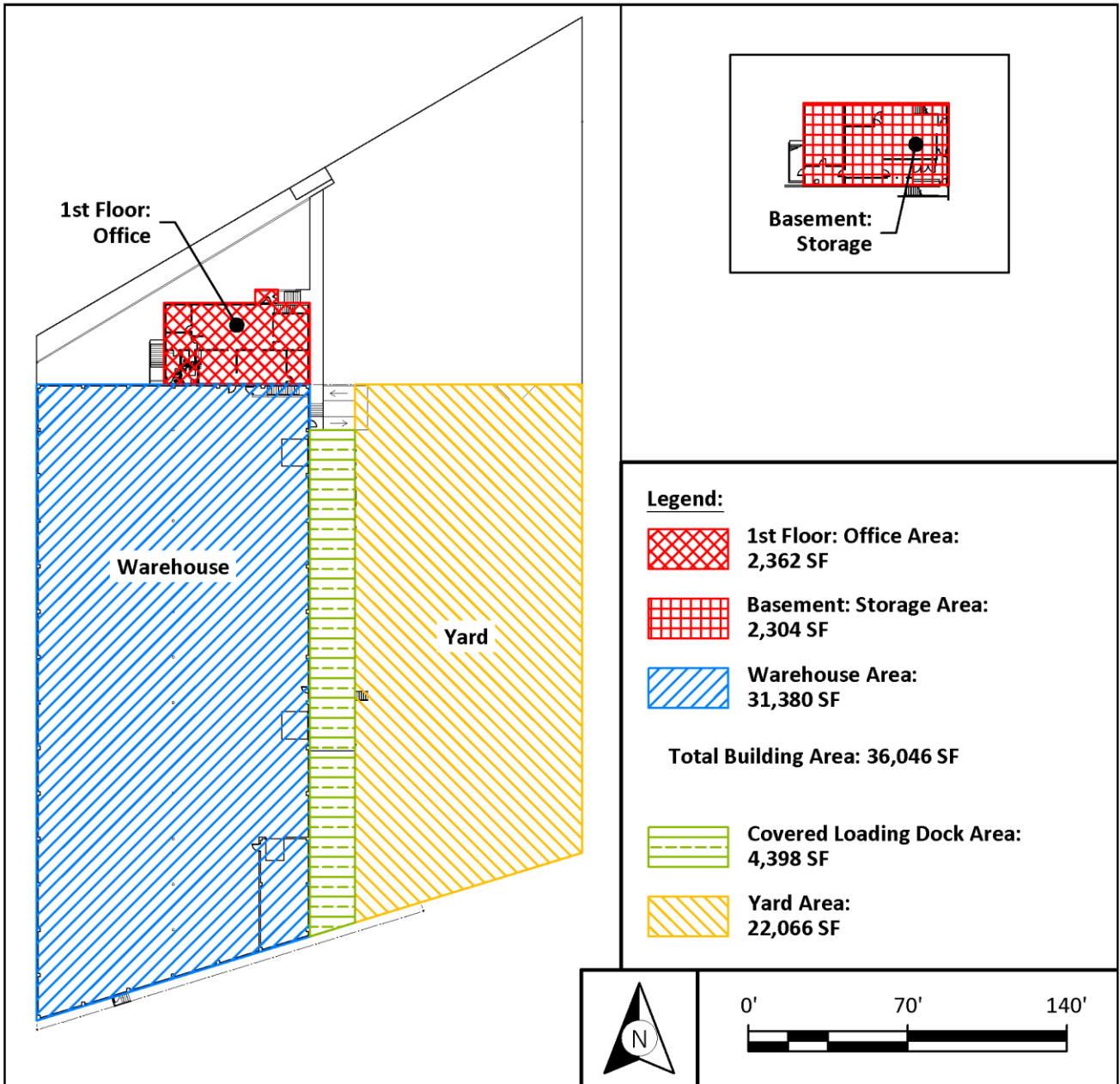


EXHIBIT B

IMPROVEMENTS

Landlord shall carry out, at its expense, the work ("Plans") set forth in Section A below to municipal code per the described use. Any modifications or alterations to the Plans requested by Tenant resulting in any additional expenses or costs shall be paid by Tenant. Landlord shall have the right to require payment for such additional work prior to the performance of any such work. No modifications or alterations in the Plans shall be made without the prior written consent of Landlord which shall not be unreasonably withheld or delayed.

A. DESCRIPTION OF LANDLORD'S WORK

Following is the construction work to be carried out by Landlord. The material specifications and layout shall be at Landlord's option subject to Tenant's reasonable approval.

Schedule A-1

1. Insulate the warehouse walls with R-19 and ceiling with R-38. Install corrugated wall panels up to 8 feet tall to protect the insulation from damage.
2. Install additional exit lighting with battery packs and exit signage and exterior lighting.
3. Install suitable safety fencing to cargo loading area to prevent falls off loading dock.
4. Install heavy-duty laminate flooring to current top floor office space where current older carpeting exists.

The Schedule A-1 improvements shall be performed at Landlord's expense.

Schedule A-2

1. Change egress door swing outward on southernmost pedestrian door on the east exterior wall.
2. Install panic bar hardware to the two egress doors on the east warehouse wall.
3. Install ADA ramp outside of the warehouse as identified in Exhibit A-1.
4. Install panic bar hardware on exit gate near ADA ramp including a knox box.
5. Install smoke and carbon monoxide detectors. (as per Fire and Code requirements)
6. Basement access to be made secured with no access allowed. (This should be keyed/restricted access, not fully "no access allowed". Intent was to ensure that only site operators and staff can access for temporary, or storage uses as allowed by fire code. For the warehouse area, a chain link sectioned off with gated/key lock opening at head of the stairs is envisioned.
7. Install safety covers on all operational equipment.
8. Install locks on all electrical panels to restrict access.
9. Repair and improve exterior fencing.
10. Install exterior light along eastern exterior wall of office area to fully illuminate the walkway leading from the front parking lot to the gated access to the warehouse ADA ramp access point. Additional flood lights to be added to dock roof structure to increase the lighting in the ease yard area. This area lighting is poor during hours of darkness.
11. Install or facilitate install of temporary wall sections that allow the warehouse space to be divided into sections to improve use and separation of occupants.
12. Install a cementitious fence along the south and east property line, roughly 480 lineal feet.

The Schedule A-2 improvements are specific to Tenant's need for the shelter. A one-time payment to the general contractor overseeing tenant improvements listed under Schedule A-2 for \$250,000 at completion of improvements shall be made by Innovia Foundation as documented by a separate agreement and at no expense to the Tenant. Innovia shall remit \$250,000 to the general contractor.

B. TENANT'S WORK. Pursuant to Section 4.07(b) of the Lease, Tenant may but shall not be obligated to complete the following improvements and alterations:

1. Install an outside sewer connection to facilitate use of mobile/exterior shower or toilet facilities. Intention is to establish within three months of occupation if outside sewer connection can be made.
2. Install eight external stainless-steel sinks along north wall near hot water and sewer connection point. Diagram to be provided with intent to install within three months of occupation.
3. Install raised platform in northwest corner of warehouse with ADA capable ramp, sewer and water connections, additional tankless hot water capability and related requirements as defined in separate diagram to install 6-8 showers and 10-12 toilets. Location to facilitate use of existing water and sewer connection points in vicinity of warehouse restroom wall with access to basement connection points. Intent is to complete this work by November 1, 2022.
4. Install additional kitchen capabilities to facilitate meal preparation and food storage on separate plan and diagram to be developed.
5. Establishment of power connections to facilitate location in fenced parking area of temporary semi-private shelter structures. These would conform to all applicable laws, codes, and ordinances and be fully removeable. Electrical connections would be required and separate diagram provided. Intent is to install these within six months to one year of occupation.
6. Install inside connections for water, sewer and exhaust to install 4-8 washers and dryers in the building in coordination with the interior restroom and shower facilities.
7. Furnishing and installing telephones and telephone system, music system, data cabling, internet service, security access cards or fobs for doors, and security devices as required by Tenant;
8. Furnishing and installing all fixtures and equipment necessary for Tenant's use and occupancy of the Premises;
9. Providing covered metal trash containers within the Premises; and
10. Any other work that may be required so that Tenant may properly and safely operate their business, with all such work to be approved by Landlord.

EXHIBIT C

ADJUSTMENT OF BASE RENT

Months 1-12: \$26,100.00 + NNN

Commencing on the first (1st) Anniversary of the Lease Commencement Date and continuing on the same date every year thereafter during the Initial Term (and any options to extend) the Base Rent due and payable to Landlord shall be adjusted for the next succeeding year. The adjusted Base Rent for each year shall be equal to the Base Rent paid during the immediately preceding twelve (12) month period (the Lease Year) increased by a percentage equal to the percentage increase in the CPI-U (The US Department of Labor's Consumer Price Index) for All Urban Consumers, West Region, All Items, or an annual increase of 3%; whichever is greater.

EXHIBIT D

OPTION TO EXTEND

- A. Tenant shall have the option to extend the term of this Lease for one (1) extension period, for a term of five (5) years commencing immediately following the expiration of the then current term, said extension to be upon all of the terms, conditions, covenants and provisions of this Lease except as provided below. If Tenant is granted more than one (1) extension term, the failure of Tenant to exercise the option for any extension period in the manner and within the time herein provided shall terminate the rights of Tenant with respect to that extension period and all subsequent extension periods, if any.
- B. Landlord agrees to the one (1), five (5) year option at the terms listed below:
1. Base Rent shall increase over the Initial Term (and any options to extend) of this lease at the rate percentage of increase as noted in the CPI-U, based on the preceding 12-month period percentage increase, as defined in Exhibit C, or 3%, whichever is greater.
- C. If Landlord replaces the roof during the initial term of the Lease or during any option to extend the Lease, Tenant agrees if Tenant so chooses to exercise the Option to Extend that such cost shall be amortized over twenty-five (25) years and paid to Landlord as Additional Rent Expenses.
- D. Tenant's right to exercise the option to extend the term of this Lease shall be subject to the following conditions:
1. The Lease shall be in full force and effect at the time the notice of Tenant's election to extend the term is delivered to Owner and on the last day of the then current term.
 2. Tenant shall not be in default under any provision of the Lease at the time Tenant delivers to Owner a notice of Tenant's election to extend the term or on the last day of the then current term.
 3. Tenant shall deliver to Owner a written notice irrevocably exercising the option to extend the term at least one hundred twenty (120) days before the last day of the then current term.

EXHIBIT E

REQUIRED ADDITIONAL INSUREDS

1. Lawrence B. Stone Properties #4320, LLC;
2. Lawrence B. Stone personally; and
3. Such other person(s) or entity(s) as shall, from time-to-time, be designated in writing by Landlord.

DRAFT

EXHIBIT F

SIGNS

The following provisions shall govern Tenant's installation of any exterior signage on the Building and/or the Premises:

1. All exterior signs shall be subject to Landlord's written consent, which shall not be unreasonably withheld, delayed or conditioned.
2. All governmental permits for Tenant's sign(s) shall be obtained by Tenant at Tenant's sole expense.
3. Installation of Tenant's sign(s) shall be in strict compliance with all building codes.
4. All building signs shall be constructed and installed at Tenant's expense.
5. All building-specific monument signs and associated Tenant panels will be constructed and installed at Landlord's expense.
6. All Building penetrations required for sign installation shall be neatly sealed in a watertight condition.
7. Tenant shall be fully responsible for the operations of Tenant's sign contractors, and shall indemnify and hold Landlord harmless from any acts or omissions of such sign contractors.
8. Tenant shall, upon the expiration or early termination of this Lease, remove Tenant's sign(s), repair all damage and restore the Premises and the Building to the condition that existed just prior to the initial installation of the sign(s).

Committee Agenda Sheet

[PUBLIC SAFETY]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes/Eric Finch (Briefer)
Contact Email	jcerecedes@spokanecity.org efinch@spokanecity.org
Council Sponsor(s)	CM Cathcart, CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Trent Shelter Operator Contract
Summary (Background)	<p>The CHHS department issued an RFP for an Operator and a Services Provider at the proposed new shelter on Trent Ave. The RFP committee included the following representatives:</p> <p>CHHS Board Member CoC Board Member Chief Garry Neighborhood Council Member SRHD Member 2x Non-responsive Service Providers</p> <p>We received 2 operator proposals and 3 services proposals. Initial pass/fail criteria evaluated by the City Procurement department and 2 service proposals were not accepted due to non-conformance.</p> <p>The remaining applications were evaluated, and the committee recommended that The Guardians be awarded the Operator contract.</p> <p>The committee did not recommend a services provider based on the single application remaining after the pass/fail test. This was based on the more limited scope of services proposed.</p> <p>We recommend that council approve moving into contracting with The Guardians Foundation as the Operator of the new Shelter Facility.</p> <p>We are evaluating three options to provide services that include extension of existing provider contracted services to include this location, a pay-for-service model that would be more open to the multiple different specialist service providers we have in the area, and a refined RFP that allows multiple specialty awards that can be done with one of the above more immediate options.</p> <p>The initial submitted budget is \$700K per year over our initial annual budget. During the contracting discussion, we will look at options to reduce this gap without any critical service/bed impact as well as other budget options to fund any remaining gap.</p> <p>More details on the site plan and operations model will be provided moving forward.</p>
Proposed Council Action & Date:	June 13, 2022 first reading, June 20, 2022 approval vote

Fiscal Impact: *Note: Contracting phase will adjust final budget amount and that will be updated once completed for review.

Total Cost: \$5.750,000 for 18 months (\$3,700,000 annualized) estimate based on initial submitted budget

Approved in current year budget? ☒ Yes ☐ No ☐ N/A (\$700K over current budget)

Funding Source ☒ One-time ☒ Recurring

Specify funding source: This is a mix of Criminal Justice funds, General Fund, and ARPA

Expense Occurrence ☒ One-time ☒ Recurring (Some startup one-time costs, most recurring operational costs.

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This is low barrier 24/7 space for all populations.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This will use the required HMIS/CMIS system for reporting and tracking.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This used the existing framework for HMIS/CMIS performance monitoring to assess ongoing performance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This is fully aligned with Mayor and Council priorities for supporting vulnerable populations and existing Federal, State and Local codes and ordinances.



Shelter RFP Review



Members

Member Organizations
Transitions- Women's Hearth
CHHS Board
CoC Board and County Rep
Chief Garry Neighborhood Council
SRHD
VOA



Overview of Process

- Pass Fail criteria evaluated by City of Spokane Procurement Department.
- May 24 kickoff meeting with review committee. Reviewed the process, scoring tool and expectations, sent scoring matrix and application materials.
- This was not a fully blind review. Redaction the names of the applicants still allowed identification of the proposers. All members were asked and indicated their review was unbiased and the partial redaction was not an issue.
- May 26 review meeting, collected scores, discussed applications, made recommendations.



Pass-Fail Scoring

- Of the 5 applications received, 2 were rejected for not meeting the pass/fail criteria.
- Fail
 - Jewels Helping Hands: Services application was for services **not** at the proposed location.
 - InMotion: Services Application only provided medical care, did not offer the full suite of services.
- Pass
 - The Guardians- Operator Application
 - The Salvation Army- Operator Application
 - The Salvation Army- Services Application



RFP Scoring			
Reviewer	Guardians- Operations	TSA- Operations	TSA Services
Chief Gary Park Neighborhood	90	71	80
CHHS Board	88	53	51
VOA	61	51	48
CoC/County	41	83	54
SRHD	92	55	70
Transitions-Women's Hearth	93	77	57
	465	390	360

- The Guardians Operations application scored the highest in the operations category and they were **recommended** to be the operator of the new shelter
- The TSA Services Application was the only services application that made it past the pass/fail criteria but was **not** recommended to be awarded a contract.
- For Services it was recommended that we re-release an RFP or allow existing organizations to utilize the space for case management.



Options for Filling Services Needs

Option 1 (and initial next step): Work with existing services provider contracts to co-locate onsite, could be contract expansions, or pay per service where we are billed for the time they actually spend with shelter guests.

- Can be activated as soon as shelter opens.

Option 2: Develop a pay per service model where select organizations can bill for hours spent with shelter guests.

- This has been recommended by several service providers as it allows more targeted and efficient delivery of services. Most service providers have not been able to meet the need for the breadth of different highly specialized services.
- Can be activated as soon as shelter opens.

Option 3: Release a new RFP for Services, changing scope to allow multiple selected service providers with specialty services (previous RFP was for all services)

- Health Care
- Mental Health
- Housing Search
- Substance Abuse
- Family Reunification
- Employment Support
- Process can happen in parallel with the above options



The Guardians Operator Application Feedback

- Ensure additional budget detail during contracting to understand cost/ratios to some services.
- Review additional services for car repair, training and grocery needs.
- They were clear on how they would scale.
- Concern that the Janitorial and security are being handled by existing staff. Needs to be reviewed during contracting.
- Security needs more specific focus at contracting.
- Transportation has several options to confirm at contracting.
- Had more detail acknowledging socialization and human needs, 24/7.
- Need to confirm staffing plan and the expertise and training of staff.
- Can't access belonging 24 hours. Follow's same model in use at Cannon which has worked and can look to improve as needed.



The Guardians Operator Application Feedback-Cont.

- Good awareness of how this type of shelter would work
- Their administrative burden is 10%
- Staffing levels were better than the other application
- From a neighborhood perspective, more comfortable with this application
- No partnership with local law enforcement specified, needs to be included at contracting.
- Good documentation on shift operations, and improvement processes
- Good evaluation of trainings and implementing processes
- Clear on activating flex capacity
- The cost of the beds may not be enough; address at contracting.
- Only one that even addressed inclusivity



The Salvation Army Operator Application Feedback

- Not 24/7, no day space, must leave by 8 am
- Transportation costs at 40,000
- No good neighbor policy for guests provided
- Operational plan seen as less realistic for the low-barrier population to be served
- Administrative costs were higher
- A lot of concerns around the neighborhood not enough information on how they will manage it
- Very general, not operationally specific
- Not good information on activating flex capacity
- Less details overall on operations
- Better budget, more realistic
- Did not mention partners coming in
- Budget seemed high for not being 24/7



The Salvation Army Services Application Feedback

- Does not meet the needs of the scope of work
- No details in case management, no MOU's
- Service model for implementation was not included, no framework, no examples of how referrals will be made
- No description of caseloads, leadership listed as having a caseload- not a best practice
- Lack of inclusivity for special populations, no affirming language
- Not a lot of detail, budget seemed high for what was written
- Understanding that they do this work currently to some level, but the proposal did not give the level of detail across the requested scope to allow it to be recommended by the group



Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	CHHS
Contact Name & Phone	Devin Biviano, 509-625-6577
Contact Email	dbiviano@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0 Funding Acceptance and Distribution
Summary (Background)	<p>This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the distribution of Rental Assistance funds granted by Commerce for Eviction Rent Assistance Program 2.0 to community partner agencies. The total contract amount is \$5,879,189 (\$5,585,230 after CoS Admin) and is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.</p> <p>The precise amounts distributed to each of the three applicants, as confirmed by the CHHS Board based on the recommendation of the RFP Committee following their review of applications are:</p> <ul style="list-style-type: none"> - LiveStories: \$3,860,230 - Carl Maxey Center: \$825,000 - Family Promise of Spokane: \$900,000 - = \$5,585,230 total distributed to partner agencies processing Emergency Rental Assistance applications in City of Spokane
Proposed Council Action & Date:	Please approve the CHHS Board's distribution of ERAP 2.0 funds to partner agencies for disbursement to applicants – June 6 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Treasury via Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics. Partner agencies include 'by and for' organizations that prioritize BIPOC and underrepresented applicants.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal aligns with the 5-year strategy to end homelessness.

Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	CHHS
Contact Name & Phone	Devin Biviano, 509-625-6577
Contact Email	dbiviano@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0
Summary (Background)	<p>This request is to accept the recommendations of the CHHS Board/RFP Committee regarding the distribution of Rental Assistance funds granted by Commerce for Eviction Rent Assistance Program 2.0 to community partner agencies. The total contract amount is \$5,879,189 and is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.</p> <p>The precise amounts distributed to each of the three applicants will be confirmed on June 1, 2022.</p>
Proposed Council Action & Date:	Please approve the CHHS Board's distribution of ERAP 2.0 funds to partner agencies for disbursement to applicants
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Treasury via Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
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How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Providers will submit monthly reports, which are processed and communicated to the Department of Commerce and Department of the Treasury as required; data is also posted on the City's Rental Assistance webpage for public viewing.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Review of financial data and program outcomes will be used to improve the ongoing effectiveness and efficiency of the program.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal aligns with the 5-year strategy to end homelessness.

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Community Housing and Human Services (CHHS)																								
Contact Name & Phone	Jenn Cerecedes																								
Contact Email	jcerecedes@spokanecity.org																								
Council Sponsor(s)	CM Kinnear																								
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																								
Agenda Item Name	CHHS Shelter and Services 2022 Operational Funding Amendments																								
Summary (Background)	<p>CHHS has been working a list of funding items to amend/extend current contracts for service providers and operators through the end of this year. These primarily had COVID-related funding that runs out the end of June, and CHHS and Finance have put together a funding plan for the rest of 2022 to sustain those operations and needed support to our community.</p> <p>This is for six organizations YWCA, Family Promise, Guardians/Cannon St. Shelter, Truth Ministries, Women's Hearth, and VOA and totals about \$2.5M of currently budgeted funding to preserve the beds and services that these organizations represent. These extend existing services and beds under current agreements and are seen as necessary to ensure we have ongoing commitment to meet the needs of our community. The detailed list of services and costs are below:</p> <p>Enter funding table:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Agency</th><th style="width: 25%;">Amount</th><th style="width: 50%;">Impact if not funded</th></tr> </thead> <tbody> <tr> <td>YWCA</td><td>\$100,000</td><td>Provides fully staffed for 24/7 services for women fleeing DV including overflow hotel beds.</td></tr> <tr> <td>Family Promise</td><td>\$250,263</td><td>Provides 19 beds for families</td></tr> <tr> <td>The Guardians</td><td>\$1,024,301</td><td>Provides 80 low barrier beds for singles</td></tr> <tr> <td>Truth Ministries</td><td>\$312,609</td><td>Provides 40 shelter beds for singles</td></tr> <tr> <td>Women's Hearth</td><td>\$69,640</td><td>Daytime space and services for high acuity homeless women living in encampments</td></tr> <tr> <td>Volunteers of America</td><td>\$705,271</td><td>Provides 34 beds for women and includes daytime space</td></tr> <tr> <td>TOTAL REQUESTED</td><td>\$2,462,084</td><td></td></tr> </tbody> </table> <p>This extension also gives additional time to plan and structure additional funds for 2023 into a full RFP process that would start in September of this year.</p>	Agency	Amount	Impact if not funded	YWCA	\$100,000	Provides fully staffed for 24/7 services for women fleeing DV including overflow hotel beds.	Family Promise	\$250,263	Provides 19 beds for families	The Guardians	\$1,024,301	Provides 80 low barrier beds for singles	Truth Ministries	\$312,609	Provides 40 shelter beds for singles	Women's Hearth	\$69,640	Daytime space and services for high acuity homeless women living in encampments	Volunteers of America	\$705,271	Provides 34 beds for women and includes daytime space	TOTAL REQUESTED	\$2,462,084	
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TOTAL REQUESTED	\$2,462,084																								

	CHHS and Finance had to go through a set of steps internally to ensure we had the budget to extend these contracts once the COVID dollars ended.
Proposed Council Action & Date:	Please consent to the
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Funding is coming from several sources including 2022 budget items from the Criminal Justice Fund and General Fund, ARPA as allocated by Council action, and unspent funds from CDBG Covid and DOC Covid dollars. This will be updated with exact numbers from each source before the vote. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring This is one time with a cyclical RFP process to start in September 2022 for the ongoing annual proposal and award process. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? These services and shelters are necessary and at times life-sustaining for our vulnerable populations.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? All receiving organizations are required to use the Community Management Information System (CMIS) to provide HUD, State, and Local required reporting.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS information continues to be used to review effectiveness and the full RFP process includes additional metrics and outcome measures to be used for future programs and funding.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This is in accordance with Council and Administration plans and priorities for vulnerable populations and provides ongoing funding for existing programs already in place. This is gap-funding for the rest of 2022 through existing budget allocations to replace COVID dollars that end June 30, 2022.	

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Committee Agenda Sheet

Public Health & Safety

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Washington Basin Stormwater Treatment
Summary (Background)	<ul style="list-style-type: none"> This project collects and treats approximately stormwater from approximately 150 acres of land bounded roughly by Buckeye Ave. on the north, Northwest Blvd on the west, Wall St. on the east and Indiana St. on the south (see attached exhibit). That stormwater is currently routed without treatment to the Spokane River. The proposed project installs a packaged treatment system and drywells in a one block stretch of Knox Ave. between Wall St. and Howard St. The project will also replace the water main and repaved curb to curb that one block. Work is planned this summer. Because of the depth of excavation required, this one block will be closed to for the duration of the project. This project is mostly paid with a DOE grant.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



Committee Agenda Sheet

Public Safety Committee

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CITY WIDE VALUE BLANKET FOR SECURITY CAMERAS RENEWAL
Summary (Background)	The City's long-term contract with Camtek OPR 2019-0073 for the provision of replacement security cameras has (2) two, one-year renewals. With the contract having expired, and replacements an ongoing process, Staff is requesting authorization of a one-year renewal to allow for the continuation of replacement of aging camera systems by various departments at various locations and facilities.
Proposed Council Action & Date:	6/27/2022 Council Approval of Value Blanket Agreement
Fiscal Impact: Renewal of contract, NTE \$295,000 annual expense Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Individual Departments are responsible for funding their camera replacements. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

BRIEFING PAPER

Community, Housing, and Human Services Board: Affordable Housing Committee

VOA Young Adult Shelter

May 4, 2022

Subject:

Members of the CHHS Board approved the allocation of \$750,000 to support the acquisition and reconstruction of a new homeless youth shelter located at 3104 E Augusta Ave. Volunteers of America is facing a significant budget gap to complete the reconstruction of the facility and seeks additional funding before entering into contract with their most responsive bidder.

Background:

Volunteers of America (VOA) submitted application to Spokane County for funds to acquire the building located at 3104 E Augusta Ave. for use as a Youth Homeless Shelter. The City of Spokane lacked the capacity to run a separate RFP to support this project and utilized the County's RFP to make a funding recommendation to the CHHS Board at their September 1, 2021, meeting. The CHHS Board approved the request to fund at \$750,000, and CHHS entered into contract with VOA (OPR 2021-0743).

VOA hired the Spokane Housing Authority to conduct the procurement of a contractor to perform the scope of work. VOA received formal sealed bids on January 19th. The following table provides a summary of bids received:

Bid Received (Contractor)	Total Bid
Contractor A	\$1,770,946.00
Contractor B	\$1,557,610.00
Contractor C	\$1,421,033.00
Contractor D	\$1,351,600.00
Contractor E	\$997,729.49*

**The lowest bid was thrown out as it was not responsive to the entirety of the scope of work.*

Due to the elevated cost of construction, VOA is requesting additional CDBG commitments from the City of Spokane to fill a budget shortfall. CHHS staff have been in frequent contact with VOA and their representatives regarding the budget shortfall over the past several months.

Request:

VOA is requesting an additional CDBG commitment of \$600,000(+) to complete the project scope as defined in their request for bids. VOA has informed CHHS that the lowest responsive bidder has committed to hold their bid until this Board has made their final recommendation. CHHS anticipates cost overruns that will likely exceed the \$600,000 additional request made by VOA.

Motion:

Members of the CHHS Affordable Housing Committee met on April 12th to review VOA's request for additional funding. VOA's Executive Director was present to address questions and concerns presented by Committee members. After VOA's Executive Director was dismissed from the meeting: Committee members had extensive discussion regarding the project, and request for additional funds. A motion was made to fund the project in full and write a letter to our elected leaders expressing frustration over this situation. The motion passed unanimously.

Action:

Approve the Affordable Housing Committee recommendation to fund VOA's Young Adult Shelter in full as requested.



City of Spokane

Minor Contract Summary

Clerk File #
OPR 2021-0743

Destruct Date
01/01/2029

Cross Ref
RES 2021-0068

Alt File #

Department Name*
HOUSING & HUMAN SERVICES

Department Project #

CR #
23005

Submitter
KBURNETT

Primary Contact

Primary Contact Email

Starting Date
11/01/2021

Contractor/Consultant

Name\Contractor\Firm*

VOLUNTEERS OF AMERICA OF EASTERN WA AND NORTHERN ID

Contact Name
FAWN SCHOTT

Contact Email
FSCHOTT@VOASPOKANE.ORG

Address
525 W. 2ND AVE

Remittance Address

City, State, Zip
SPOKANE, WA 99201

Remittance City, State, Zip

Summary of Services

Description*

The attached agreement provides funding for the Young Adult Shelter Project which was part of the 2021 Action plan that was approved on 8/16/2021. Please see document for further details.

Special Instructions for Clerks Office

Contract Cost

Amount
\$750,000.00

Budget Code*
1690-95576-51010-54201-99999

Notes

Total Amount*
\$750,000.00

Effective Date*
11/01/2021

Expiration Date*
06/30/2022

Contract Type*
NEW CONTRACT

If new vendor, W-9 and ACH form has been submitted to Accounting*
NO

Quotes (per Purchasing Policy to be kept on file in Dept.)*
NO

Insurance Certificate (attach to the contract)*
YES

City Business Registration (attach verification that a current business license number exists)*
YES

If Public Works Contract, Contractor has been notified of State Law requirements.*
NO

Is this a Lease?*

NO

Electronic Approvals

Accountant for Review*

JMCCOY

Additional Review (Optional)

Accountant	Date
MCCOY, JOHN	11/02/2021

Department Head	Date
DAVIS, KIRSTIN	11/02/2021

Division Head	Date
DAVIS, KIRSTIN	11/02/2021

Grants (If applicable)	Date
STOPHER, SALLY	11/05/2021

Distribution List

Contractor Email

fschott@voaspokane.org

Dept Contact Email

gdahl@spokanecity.org

Additional Email

dbrown@voaspokane.org

Additional Email

chhsaccounting@spokanecity.org

Additional Email

chhsgrants@spokanecity.org

Contract Accounting Email

ddaniels@spokanecity.org

Taxes and Licenses Email

tax&licenses@spokanecity.org

Additional Email

Additional Email

Additional Email

Save

City Clerks No. 2021-0743**AGREEMENT BETWEEN****CITY OF SPOKANE (“CITY”) AND VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON
AND NORTHERN IDAHO (“GRANTEE”) IN CONJUNCTION WITH PROGRAM YEAR 2021
COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”)**

1. Grantee Volunteers of America of Eastern Washington and Northern Idaho 525 West Second Avenue Spokane, Washington 99201		2. Contract Amount \$750,000.00		3. Tax ID# 91-09577131	
				4. DUNS# 613015353	
5. Grantee's Program Representative Fawn Schott, President/CEO 525 W. Second Ave Spokane, WA 99201 (509) 688-1102 fschott@voaspokane.org			6. City's Program Representative George Dahl, Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6036 gdahl@spokanecity.org		
7. Grantee's Financial Representative Dayna Brown, Grants & Contracts Billing Manager 525 W. Second Ave Spokane, WA 99201 (509) 688-1102 dbrown@voaspokane.org			8. City's Contract Representative George Dahl, Program Manager 808 W. Spokane Falls Blvd, 6 th Floor Spokane, WA 99201 (509) 625-6036 gdahl@spokanecity.org		
9. Grantor Award # B-20-MC-53-0006		10. Start Date November 1, 2021		11. End Date June 30, 2022	
12. Federal Funds CDBG	CFDA # 14.218	Federal Agency U.S. Department of Housing & Urban Development (“HUD”)			
13. Total Federal Award \$3,383,472.00	14. Federal Award Date 10/07/2020		15. Research & Development? N/A		16. Indirect Cost Rate N/A
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: To support community-based activities directed toward neighborhood revitalization, economic development, and community services facilities, and improvements pursuant to the Housing and Community Development Act of 1974, Title I, Part 24, Section 570, Public Law 93-383, 88 Stat. 633, 42 U.S.C. 5301-5321. This Agreement is subject to applicable uniform administrative requirements as described in 24 CFR Part 570 and 2 CFR 200, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Attachment “A” - Suspension & Debarment and FFATA Certification, (3) Attachment “B” Grantee Billing Form, and (4) Attachment “C” - Activity Report.					

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a Young Adult Shelter Project (“Project”) in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Project will include the following activities eligible under the Community Development Block Grant program:

1) Program Delivery.

Activity #1	Purchase and renovate a forty-four (44) bed young adult emergency shelter and resource center for individuals aged eighteen (18) to twenty-four (24). Renovations shall include the addition of four (4) new bathrooms, showers, a commercial kitchen, a seating area, laundry facilities, and an office space for shelter staff.
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Activity Location(s): 3104 E Augusta Avenue, Spokane, WA

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG activities, including general management, oversight, and coordination and training on CDBG requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES & ELIGIBLE ACTIVITIES.

- 1) All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. Failure by the GRANTEE to fulfill the national objective may result in grant funds being disallowed and required to be returned to the CITY.
- 3) All activities funded with CDBG funds must meet one of the CDBG program’s Basic Eligible Activities as defined in 24 CFR 570.201.
- 4) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the Basic Eligible Activities of Public Facilities and Improvements –

Homeless Facilities. Failure by the GRANTEE to fulfill Basic Eligible Activities may result in grant funds being disallowed and required to be returned to the CITY.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.
- 2) The GRANTEE agrees to provide the following levels of program services:

	Total Units
Activity #1	Homeless Person Overnight Shelter: 150 unduplicated persons assisted
Activity #1	Overnight/Emergency Shelter/Transitional Housing beds added: 44 beds

E. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY's CDBG program as funded by HUD. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other CDBG assets, including program income.

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Construction Costs	\$750,000
TOTAL	\$750,000

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the parties.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned to the Project within thirty (30) days.

GRANTEE shall participate in a grant kick-off meeting with CITY representatives prior to commencing with work under this Agreement. Upon execution of this Agreement, GRANTEE

shall submit a draft project timeline with milestone accomplishments within two (2) weeks to the CITY's Contract Representative.

GRANTEE shall follow Procurement guidelines as set forth in Section 8. D. Procurement and Section 10. D. Conduct of this Agreement to ensure that all subcontracts shall be awarded on a fair and open competition basis.

CITY's Contract Representative shall provide the Federal wage determination as required by the Davis-Bacon and related Acts (40 U.S.C. 276(a)) to GRANTEE prior to the contract going out to bid using the applicable lock-in date. For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision **provided** that the contract is awarded with 90 days. If the contract is awarded more than ninety (90) days after bid opening, the contract award date 'locks-in' the wage decision. For contracts, purchase orders, or other agreements for which there is no bid opening or award date, the construction start date shall be used as the lock-in date.

GRANTEE shall contact CITY's Contract Representative ten (10) days prior to the bid submittal deadline listed in the Invitation to Bid packet to request any modifications to the wage determination.

GRANTEE shall submit to CITY's Contract Representative identified on the Face Sheet of this Agreement copies of construction quote sheets and a subcontractor list, written confirmation of the selected contractor, the basis for selection and a cover letter from the GRANTEE's Executive Officer certifying that the appropriate bid packet and any addendum were distributed to all contractors.

CITY's Contract Representative shall provide GRANTEE with a construction contract template at the grant kick-off meeting that GRANTEE may use to develop a construction contract. The actual construction contract must include HUD Form 4010 (06/2009) – Exhibit A and the applicable wage determination as provided by the CITY. The prime construction contract shall designate the CITY's Community, Housing, and Human Services Department as the responsible agency for oversight and administration of Federal Labor Standards Provisions, listing the CITY's contact information.

GRANTEE shall submit a copy of the construction contract to CITY's Contract Representative for review and approval for applicable Federal requirements before execution.

GRANTEE shall check and document verification that selected contractor(s) do not have active exclusions using the Federal System for Award Management (www.sam.gov). This shall be done by printing a copy of the search results.

GRANTEE shall collect weekly payrolls from the prime contractor and submit a copy of all documentation to the CITY's representative prior to disbursing any funds to the prime contractor for the period specified in the application for payment. The CITY will confirm receipt and allowability of the payrolls to the GRANTEE. Any contractor payments made prior to CITY confirmation shall not be eligible for reimbursement.

CITY shall be responsible for oversight of compliance with the Davis Bacon and related acts including, but not limited to, conducting a preconstruction conference with the prime contractor,

reviewing certified payrolls and related documentation, conducting labor standards investigations, and reporting and consultation with the HUD Office of Labor Relations and the Department of Labor.

CITY assumes no liability for construction management, payment of construction draws and/or warranties.

Failure to comply with this Section shall be grounds to terminate this Agreement and the GRANTEE shall be liable to reimburse the CITY for any funds advanced under this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR 570.604 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 52. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. BUSINESS REGISTRATION REQUIREMENT.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the CITY without first having obtained a valid annual business registration. The GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business

registration. If the GRANTEE does not believe it is required to obtain a business registration, it may contact the CITY's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f. Financial records as required.
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential

Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over CDBG funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEES expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 578.63

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the FACE SHEET of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit quarterly Activity Reports to the CITY for the respective reporting period (quarterly) on the schedule below. The final report is due within thirty (30) days of project completion or end of contract term, whichever occurs first. These reports shall include Project accomplishments and project beneficiary data, and be in the form and content as required by the CITY herein as Attachment C.

1/15/2022	04/15/2022	07/15/2022
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5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

Note: Inventory that is no longer needed by the GRANTEE is subject to Federal Disposition requirements. No inventory shall be relocated without the written permission of the CITY.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

2) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

3) Domestic Preference

As appropriate and to the extent consistent with the law, the GRANTEE should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this award in accordance with 2 CFR 200.321.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of

the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and

- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment.

SECTION NO. 9: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The GRANTEE agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(iii) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iv) the requirements in 24 CFR 570.606(v) governing optional relocation policies. The GRANTEE shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The GRANTEE also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION NO. 10: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights , and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

- a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 6) Copyright
If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- 7) Religious Activities
The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
 - a. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

SECTION NO. 11: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 12: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 13: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 14: WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

SECTION NO. 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

VOLUNTEERS OF AMERICA OF
EASTERN WA & NORTHERN ID

By: DocuSigned by:
Fawn Schott
1CA1DEAC7F4F72...
Print Name: Fawn Schott
Title: President/CEO
Date: 11/8/2021

CITY OF SPOKANE

By: DocuSigned by:
Nadine Woodward
39651E7EC71D4A0...
Print Name: Nadine Woodward
Title: Mayor
Date: 11/8/2021

Attest:

DocuSigned by:
Lina H. H. H.
CC56CBA4DCC84D6...
City Clerk

Approved as to form:

DocuSigned by:
Timothy Szambelan
400F5E434240443...
Assistant City Attorney



**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes ☐ If yes, answer question 2 below.

No ☒ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No ☒ If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

DocuSigned by:

Fawn Schott

By: _____

Title: PRESIDENT/CEO

Date: 11/8/2021

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.


 City of Spokane Grantee Billing Form 2021-2022 CDBG		City Clerk #		
		Vendor ID #		006700
		FMS Acct #		
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
Volunteers of America 525 W. Second Ave Spokane, WA 99201				
		Grantee Certification		
Project/Program:	Young Adult Shelter	By:		
Award Number:	B-20-MC-53-0006	(SIGN IN INK)		
National Objective:	Benefit low/mod persons	(TITLE) (DATE)		
Eligibility Code:	LMC-03C			
IDIS Activity ID:	4400	(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term:	11/1/2021 - 6/30/2022	Billing date:		
Indirect Cost Rate:	N/A	Expense Period:		
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)
Construction Costs	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00
Contract Amount (auto populated)		\$ 750,000.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 750,000.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:		

Organization:	VOA	Grant #:	B-20-MC-53-0006	City Clerk #:	
Prepared By:		Title:		Date:	

[illegible]

Organization:	VOA	Grant #:	B-20-MC-53-0006	City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -	\$ -
Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

CDBG Quarterly Activity Report

	Community, Housing, and Human Service Department 808 W Spokane Falls Blvd., 6th Floor Spokane, WA 99201	Date rec'd - City use only		
Activity Reporting Period: (check box that applies) <input type="checkbox"/> July Sept. 2019 <input type="checkbox"/> Oct. - Dec. 2019 <input type="checkbox"/> Jan. - Mar. 2020 <input type="checkbox"/> Apr. - June 2020 <input type="checkbox"/> July - Sept. 2020 <input type="checkbox"/> Oct. - Dec. 2020				
Instructions - Please review before completing the form.				
All CDBG grantees are required to submit Activity Reports on a quarterly basis. The information collected enables the City of Spokane (City) to satisfy record keeping and reporting requirements of the United States Department of Housing and Urban Development (HUD). The City reserves the right to not process any request for funds for projects that do not have activity reports submitted to the City by the uniform due dates of October 15th, January 15th, April 15th, and July 15th. Submit completed reports to chhsreports@spokanecity.org.				
<u>Grantee Information</u>		<u>Report Submission</u>		
Project Name:		Preparer Name:		
Grantee:		Title:		
		w		
		Phone:		
Total Award (\$):		Certification: I certify to the best of my knowledge and belief that the information in this report is true and correct.		
Nat'l Objective: LMC-03C (Public Facilities)				
Accomplishment Proposed:				
IDIS Project ID:				
IDIS Activity ID:		Signature		
		Date		
Beneficiary Information				
Race and Ethnicity: Enter the total of NEW (unduplicated) persons served for this quarter into the appropriate race category for the project and enter the total unduplicated persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. Also, enter the total persons (for both the quarter and GTD) that identify as Hispanic/Latino in the appropriate race category. For example, if a person identifies as White (race) and Hispanic/Latino (ethnicity) then that person would be added to the row corresponding to the white category in both columns. The HUD Definitions of Race Categories are provided on the Reference tab. If no new clients were served, please report 0 in the applicable box.				
<u>Race and Ethnicity</u>	Quarter Total #	GTD Total #	Hispanic/Latino Quarter Total #	Hispanic/Latino GTD Total #
1) White				
2) Black/African American				
3) Asian				
4) American Indian/Alaskan Native				
5) Native Hawaiian/Other Pacific Islander				
6) American Indian/Alaskan Native & White				
7) Asian & White				
8) Black/African American & White				
9) Amer. Indian/Alaskan Native & Black/African Amer.				
10) Other Multi-Racial				
TOTAL	0	0	0	0

CONTINUE TO NEXT PAGE

CDBG Quarterly Activity Report

Income Levels: Enter the total of **NEW (unduplicated)** persons served for this quarter into the appropriate income category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column. The HUD Income Limits are provided on the Reference tab.

<u>Income Levels</u>	<u>Quarter Total #</u>	<u>GTD Total #</u>
1) Extremely Low (< 30%)		
2) Low (> 30% to < 50%)		
3) Moderate (> 50% to < 80%)		
4) Non-Low/Moderate (> 80%)		
TOTAL	0	0

Public Facilities & Infrastructure: Please read the category description and enter the total of **NEW (unduplicated)** persons served for this quarter in the appropriate category for the project and enter the total new persons served for this project to date (including all reporting periods) in the grant-to-date (GTD) column.

<u>Public Facilities & Infrastructure</u>	<u>Quarter Total #</u>	<u>GTD Total #</u>
1) With New Access to this Type of Public Facility or Infrastructure Improvement:		
2) With Improved Access to this Type of Public Facility or Infrastructure Improvement:		
3) With Access to Public Facility or Infrastructure that is No Longer Substandard:		
TOTAL	0	0

PLEASE NOTE: The TOTAL for this quarter and GTD provided in the above three sections must match!

4) Homeless Persons Given Overnight Shelter		
5) Beds Created in Overnight Shelter or Other Emergency Housing		
TOTAL	0	0

Accomplishment Narrative

Provide a brief narrative describing the progress of the activities that were undertaken during the reporting period. Please report on quarterly accomplishments and if the outcomes/outputs are based on the number of persons that have received a specific service, the numbers reported must be representative of **NEW (unduplicated)** persons for the reporting quarter. You may want to cite the percentage of the activity that has been completed, provide a timeframe for completing the activity and meeting a national objective, and/or explain why accomplishments have not yet been reported. Please also use this space to address any technical assistance needs. There is a section provided to explain barriers or delays in the implementation of the program.

PROGRESS OF ACTIVITIES:

BARRIERS/DELAYS:

PLEASE ENSURE REPORT IS COMPLETE (BENEFICIARY INFO. & ACCOMPLISHMENT NARRATIVE) BEFORE SUBMISSION

HUD Definitions of Race Categories

White: A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black/African American: A person having origins in any of the black racial groups of Africa.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America) and who maintains a tribal affiliation or community attachment.

Native Hawaiian/Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having these multiple racial origins as defined above.

Asian & White: A person having these multiple racial origins as defined above.

Black/African American & White: A person having these multiple racial origins as defined above.

American Indian/Alaskan Native & Black/African American: A person having these multiple racial origins as defined above.

Other Multi-Racial: Category used for reporting individual responses that are not included in any of the categories listed above.

Please note: As of the 2000 Census, the U.S. Census Bureau categorizes Hispanic/Latino as an ethnicity.

FY 2021 Income Limits Summary

Income Limit Category	Persons in Family							
	1	2	3	4	5	6	7	8
1) Extremely Low	\$16,250	\$18,550	\$20,850	\$23,150	\$25,050	\$26,900	\$28,750	\$30,600
2) Very Low	\$27,000	\$30,850	\$34,700	\$38,550	\$41,650	\$44,750	\$47,850	\$50,900
3) Low	\$43,200	\$49,400	\$55,550	\$61,700	\$66,650	\$71,600	\$76,550	\$81,450



VOLUOFA-02

BJONES2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: Laurie Stewart PHONE (A/C, No, Ext): (509) 462-7864 FAX (A/C, No): E-MAIL ADDRESS: laurie.stewart@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Volunteers of America of Eastern WA & Northern ID 525 W. Second Avenue Spokane, WA 99201	INSURER A : Philadelphia Indemnity Insurance Company	
	INSURER B : Tokio Marine Specialty Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

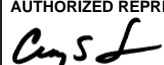
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PPK23091473	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PPK23091473	7/30/2021	7/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PUB780120	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Agg & Personal \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Spokane, its agents, officers, and employees are Additional Insureds but only with respect to the Company's services to be provided under services agreements with the City of Spokane.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane, Community Housing and Human Services 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO

Business name: VOLUNTEERS OF AMERICA OF SPOKANE

Entity type: Nonprofit Corporation

UBI #: 601-004-806

Business ID: 001

Location ID: 0003

Location: Active

Location address: 525 W 2ND AVE
SPOKANE WA 99201-4301

Mailing address: 525 W 2ND AVE
SPOKANE WA 99201-4301

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at	License #	Count	Details	Status	Expiration	First issued
<div>▼</div>						

Endorsements held a	License #	Count	Details	Status	Expiration	First issue
Spokane Nonprofit Business				Active	Jul-31-20	Feb-11-20

Governing People

May include governing people not registered with Secretary of State

Filter

Governing people	Title
FORSTER, ROBERT	
HAYWARD, DAN	
HINISH, CO-CHAIR NATHAN	
HUNT, LORI	
MAROZZO, TREASURE ANGELA	
MONTGOMERY, HOLLY	
SCARLETT, CO-CHAIR ANNA	
SCHOTT, PRESIDENT FAWN	
SONG, SAM	
STEIGERWALD, FINANCE CHAIR VALERI	
WYBORNEY, SECRETARY DARYCE	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
VOLUNTEERS OF AMERICA OF SPOKANE	Active	Feb-05-1987
VOLUNTEERS OF AMERICA OF SPOKANE CROSSWALK	Active	Feb-05-1987

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Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket for the purchase of anhydrous ammonia at the WTE.
Summary (Background)	<p>Anhydrous Ammonia is used for emissions control at the Waste to Energy Facility. It is required to maintain compliance with the Air Operating permit emission limits.</p> <p>On May 2, 2022 bids for ITB 5634-22 for the purchase of Anhydrous Ammonia were received and Airgas Specialty Products, Inc. of Lawrenceville, GA, was the only respondent. The initial term of the value blanket will be for a three (3) year period beginning July 1, 2022 and spanning thru June 30, 2025 with the option of two (2) additional one-year renewals. The pricing will be at \$1.10/lb, so with an approximate annual usage of 800,000 lbs, the cost should not exceed \$880,000.00 each year or \$2,640,000.00 for the three year total, plus taxes.</p>
Proposed Council Action & Date:	Committee's consent to proceed on 6/6/22.
<p>Fiscal Impact: \$880,000.00 Total Cost: <u>\$2,640,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The use of anhydrous ammonia as part of the WTE's emission control process is evident in the reading seen in the continuous emission monitoring system and annual stack testing.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Maintaining our emissions at or below the permitted and allowable levels supports the SAP while providing a necessary service to the citizens and our communities.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Mike McNab-835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Grant application approval for FY22-23 Washington Auto Theft Prevention Authority Program (WATPA) supplemental grant funding.
Summary (Background)	<p>SPD receives grant funding from WATPA for one full-time detective who is part of our regional vehicle theft task force. SPD would like to apply for supplemental grant monies being offered to fund an expansion of its automatic license plate reader network. This technology assists officers in identifying stolen vehicles and vehicles associated with missing persons cases such as Amber Alerts, while being able to focus their attention on other tasks. SPD will be asking for approximately \$50,000 (exact amount will be determined by current quipment pricing). This opportunity became known May 13th and grant applications are due June 15, 2022. All monies must be expended, and equipment or services received, no later than June 30, 2023.</p>
Proposed Council Action & Date:	June 6 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<u>None</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Vehicle theft enforcement using the latest technology aligns with two goals from the Police Department's 2022- 2023 Strategic Plan Including:

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Mike McNab-835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Grant application approval for FY22-23 Washington Auto Theft Prevention Authority Program (WATPA) supplemental grant funding.
Summary (Background)	SPD receives grant funding from WATPA for one full-time detective who is part of our regional vehicle theft task force. SPD would like to apply for supplemental grant monies being offered to fund an expansion of its automatic license plate reader network. This technology assists officers in identifying stolen vehicles and vehicles associated with missing persons cases such as Amber Alerts, while being able to focus their attention on other tasks. SPD will be asking for approximately \$50,000 (exact amount will be determined by current quipment pricing). This opportunity became known May 13 th and grant applications are due June 15, 2022. All monies must be expended, and equipment or services received, no later than June 30, 2023.
Proposed Council Action & Date:	June 6 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
None	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

Vehicle theft enforcement using the latest technology aligns with two goals from the Police Department's 2022- 2023 Strategic Plan Including:

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**

Committee Agenda Sheet

[PUBLIC SAFETY AND COMMUNITY HEALTH]

Submitting Department	Fire
Contact Name & Phone	Jay Atwood 435-7005
Contact Email	jatwood@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Combined Communications (CCB) Uninterruptible Power Supply (UPS) replacement
Summary (Background)	<p>The UPS at Combined Communications (CCB), 1620 N. Rebecca St., has exceeded its service life. It is the single remaining UPS from the original, dual-redundant system installed at CCB commissioning in 2002. The 24/7/365, critical nature of this facility necessitates UPS replacement as soon as possible.</p> <ul style="list-style-type: none"> • UPS replacement is scheduled as a 2023 Capital project. This project requires advance approval due to the long production lead time – currently 6-7 months. • Project Timeline: <ul style="list-style-type: none"> ○ Spring 2022 – Order UPS equipment. ○ Summer 2022 – Site engineering review (REET funds in the amount of \$50,000 have been previously approved for 2022 budget. Actual engineering costs TBD). ○ December 2022/January 2023 – UPS equipment delivered. ○ January/February 2023 UPS installation (cost TBD). • Project Cost: <ul style="list-style-type: none"> ○ The attached quote for \$129,846.64 is for the Liebert branded UPS system hardware (control system, batteries and associated cabinets) and includes WSST. This quote does not include costs for engineering review and installation. ○ Pricing is pre-negotiated via State Contract Agreement #05114. • Additional information: <ul style="list-style-type: none"> ○ The UPS provides temporary backup power until the dual-redundant, automated generator systems come online in the event of commercial power interruption. ○ UPS replacement is part of an ongoing project to ensure critical backup power and control systems are robust and up to date. ○ The new system is more energy efficient than the legacy unit and is internally redundant such that only one UPS needs to be purchased to replace the dual-redundant, legacy units.

Proposed Council Action & Date:	Approval to order and purchase critically needed, Liebert-brand, UPS equipment from Consolidated Electrical Equipment (CED). Order to be placed as soon as possible to avoid/minimize potential price increase.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: REET Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Equipment purchase and installation costs are a 2023 Capital project.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Since this proposal is for the repair of a facility, any data collection will focus on the quality of the work performed and won't involve disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Reliable backup power and control systems will ensure uninterrupted operation at the CCB. Reduced service calls for system failures will be an indicator that this project was effective.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Quoted pricing is based on State Contract Agreement #05114 which complies with City of Spokane purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.	

CED
 3333 E MAIN AVE.
 SPOKANE WA 99202
 TEL: 509 535-8891 FAX: 509 535-3745

CONTACT: MARK PUKSTA

QUOTE FOR: CITY OF SPOKANE
 ACCT #: GT-79605 CITY OF SPOKANE

PURCHASING DEPT
 808 W SPOKANE FALLS
 SPOKANE, WA 99201
 TEL: (509) 625-6400

QUOTATION		PAGE	
QUOTE #	DATE	REV #	REV DATE
1082412	04/27/22	004	04/27/22
QUOTE EXPIRES		PREPARED BY	
06/26/2022		MP	
SLS		INSL	
0832		0014	
FOB		FREIGHT	
SHIPPING POINT		PREPAID	

CUS PO #:
JOB NAME: UPS SYSTEM

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1	LIEB	47SA080GBC00UAW	LBRT EXM 208V UPS	37,765.05	E	37,765.05
02	4	LIEB	605370G2	FLOOR ANCHOR KIT SEISMIC	821.93	E	3,287.72
03	1	LIEB	607949G1	FLOOR ANCHOR KIT 300MM	661.95	E	661.95
04	1	LIEB	CTD	CERTIFIED FACTORY TR	147.23	E	147.23
05	1	LIEB	1STDESTINATION		3,411.68	E	3,411.68
06	1	LIEB	47MBH33CC0R1TGB	LBRT EXM 208V MBC BDC	7,737.26	E	7,737.26
07	1	LIEB	47BPHWX93L10265	LBRT EXM 208V BATTERY 1	19,836.95	E	19,836.95
08	1	LIEB	47BPHWX93L20265	LBRT EXM 208V BATTERY 2	19,836.95	E	19,836.95
09	1	LIEB	47BPHWX93L30265	LBRT EXM 208V BATTERY 3	19,836.95	E	19,836.95
10	1	LIEB	SUEXM60-100P7	S/UPLUS7X24 EXM60-100KVA	4,119.14	E	4,119.14
11	1	LIEB	MUEXM208-60PF1	PMSVC EXM208 60LVA 1PM8X5	2,126.16	E	2,126.16
12	1	LIEB	MPEXM10-2001PF	PMSV 10-200 EXM PERIPH 1PM8X5	358.32	E	358.32
13	1	LIEB	LOT PRICE	FREIGHT INCLUDED	0.00	E	.00
14	*		QUOTE VAILD FOR 30 DAYS				
15	*		PER STAT CONTRACT AGREEMENT 05114				

MDSE: 119,125.36
 TAX: 10,721.28
 TOTAL: 129,846.64

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Parks and Recreation
Contact Name & Phone	Garrett Jones – 509-363-5462
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	Councilmembers Karen Stratton and Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Remaining Don Kardong Bridge APRA Funds
Summary (Background)	<p>Park staff proposes American Rescue Plan Act (ARPA) funds be utilized to fund this bridge renovation project to restore the critical pedestrian bridge while enabling the Parks Division to implement regular repairs to other park assets citywide. A Council Ordinance (C36167) was passed and amended to utilize \$2.2 million towards the construction.</p> <ul style="list-style-type: none"> Due to increased construction costs, \$1.5 million in additional funding is needed to complete the planned Don Kardong bridge renovations. The construction contract is currently approved and including contingency and construction management, the total project cost is \$3.7 million. Staff previously proposed committing \$750,000 from the Park Fund toward the increased construction costs, leaving an immediate funding gap of \$750,000. Staff briefed a proposal at the May 9, 2022, Urban Experience Committee to request funding to replace potential lost Park Fund dollars that would otherwise have been allocated toward projects in neighborhood parks if not for the increased costs associated with the bridge repairs. The total ARPA allocation for the Don Kardong Bridge would be \$2.95 million if approved and would give Parks and Recreation the ability to utilize \$750,000 out of the Park Fund toward neighborhood park deferred capital projects.
Proposed Council Action & Date:	SBO approval on 6/6/22
Fiscal Impact: Total Cost: <u>\$750k</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$750,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
- A) Of the increased appropriation, \$750,000 is provided solely for the renovation of the Centennial Trail Don Kardong Pedestrian Bridge.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide additional appropriation authority for the Centennial Trail renovations to the Don Kardong Bridge due to increased construction costs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes 509.625.6055
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Dept. Commerce CHG Amendment Acceptance
Summary (Background)	Department of Commerce as amended our current Consolidated Homeless Grant (CHG) with an additional \$358,467. The amendment is effective 2/1/22 and ends 6/30/23. We plan to allocate this additional funding to existing sub-recipients once we have consent to receive these additional funds.
Proposed Council Action & Date:	Please approve the receipt of these additional funds
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: This is a one-time amendment to a recurring grant Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? These funds go to support homeless services	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

We utilize CMIS data to report outcomes

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with the 5-year strategy to end homelessness

Amendment

Contract Number: 22-46108-30

Amendment Number: A

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Contractor City of Spokane Community, Housing, and Human Services Department 808 W. Spokane Falls Blvd. Spokane, WA		2. Contractor Doing Business As (optional)	
3. Contractor Representative Biviano, Devin Program Professional – Homelessness dbiviano@spokanecity.org		4. COMMERCE Representative Esmeralda Zavala Montalvo PO Box 42525 Grant Manager 1011 Plum St SE esmeralda.zavala- Olympia, WA 98504-2525 montalvo@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) <div style="text-align: center;">\$9,611,051</div>	6. Amendment Amount <div style="text-align: center;">\$358,467</div>	7. New Contract Amount <div style="text-align: center;">\$9,969,518</div>	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date <div style="text-align: center;">February 1, 2022</div>	10. Amendment End Date <div style="text-align: center;">June 30, 2023</div>
11. Federal Funds (as applicable): N/A	Federal Agency: N/A		CFDA Number: N/A
12. Amendment Purpose: Adds CHG standard funding.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: CHG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the “Contract” shall mean the “Contract as Amended”.

FOR GRANTEE <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Nadine Woodward, Mayor <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Date	FOR COMMERCE <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Diane Klontz, Assistant Director Community Services and Housing Division <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Date APPROVED AS TO FORM ONLY <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> Sandra Adix Assistant Attorney General <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> 3/20/2014 Date
--	---

Amendment

This Contract is **amended** as follows:

Attachment B

Budget

Budget Categories	Current Contract Amount (and any previous amendments and revisions)	Amendment A	New Total
CHG Standard			
Admin	\$208,922	\$53,770	\$262,692
Rent/Fac Support Lease	\$486,252	\$125,464	\$611,716
Other Rent/Fac Support Lease and Housing Costs	\$71,601	\$17,923	\$89,524
Operations	\$626,038	\$161,310	\$787,348
PSH CHF			
PSH CHF Rent/Fac Support Lease	\$236,500		\$236,500
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$10,000		\$10,000
PSH CHF Operations	\$122,400		\$122,400
HEN SFY 2022 (July 2021-June 2022)			
HEN Admin 2022	\$221,985		\$221,985
HEN Rent/Fac Support and Housing Costs 2022	\$1,852,858		\$1,852,858
HEN Operations 2022	\$1,849,826		\$1,849,826
HEN SFY 2023 (July 2022-June 2023)			
HEN Admin 2023	\$221,985		\$221,985
HEN Rent/Fac Support and Housing Costs 2023	\$1,852,858		\$1,852,858
HEN Operations 2023	\$1,849,826		\$1,849,826
Hotel Leasing and Rapid Re-Housing			
Admin for Hotel Leasing/RRH			
Hotel Leasing/RRH/Operations			
Total	\$9,611,051	\$358,467	\$9,969,518

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Briefing Paper/Agenda

PSCH Committee Meeting & Spokane City Council Agenda

May/June 2022

Division & Department:	Spokane Police Department
Subject:	OPR 2011-0525 – SPD FARP Program
Date:	5/3/22
Contact (email) :	Lt. Dan Waters and Jody Goldman
City Council Sponsor:	CW Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	06/30/2022
Outcome: (deliverables, delivery duties, milestones to meet)	<p>Action SPD FARP additional contract extension from July 1, 2022 through June 30, 2023. The current vendor Superion LLC whom owns 100% of assets of PSC including all rights in the Crywolf software system has agreed to a 1-year contract extension with accepting the same terms and conditions for this 1-year contract extension period.</p> <p>Funding This is revenue to the general fund of approximately yearly \$380k.</p>
<p>Background/History: The current contract extension to Superion LLC and the City of Spokane will expire on June 30, 2022. SPD approved and received an additional 1-year contract extension by Spokane City Legal.</p>	
<p>Executive Summary:</p> <p>Subject Contract extension with Superion LLC for the administration of the False Alarm Program. The estimated revenue that impacts the general fund is approximately \$380,000 for the 1-year term from July 1, 2022 through June 30, 2023.</p> <p>Impact History The False Alarm Program has substantial revenue impacts on the general fund. The Police Department responds to over 7,000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 hours in Police Department resources to those alarms. This program will identify false alarm problems and hold alarm companies and their customers accountable through annual registration, education, and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.</p>	
<p>Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source: Federal Funding – Department of Justice

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

**CONTRACT EXTENSION
WITH COST**

Title: **ADMINISTRATION OF THE CITY'S
FALSE ALARM PROGRAM**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SUPERION, LLC**, whose address is 1000 Business Center Drive, Lake Mary, Florida 32746 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein AOT Public Safety Corporation agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the Contract with AOT Public Safety Corporation has been assigned to Superion, LLC; and

WHEREAS, the original contract including Extensions has run its Term, but additional time is required, and thus the original Contract currently in place needs to be formally extended by this written document for one (1) additional year.

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated May 23, 2011 and May 27, 2011, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on July 1, 2022.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2023.

4. COMPENSATION.

The City shall receive an estimated annual revenue after compensation of the Program of **THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$380,000.00)** for everything furnished and done under this Contract Extension.

5. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

SUPERION, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0
Agenda Item Name	Approval to Purchase Cubicles for SPD Gardner Building
Summary (Background)	On April 25 th , 2022 City Council approved special budget ordinance C36192 authorizing the procurement of office furniture using federal forfeiture funds. Due to increasing costs of materials, the estimate for purchasing cubicle panels has reached a total cost of \$65,070.44 (Incl. tax) requiring council approval for the purchase.
Proposed Council Action & Date:	Approval on June 20 th , 2022
Fiscal Impact: Total Cost: \$65,070.44 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Federal funds received for one-time costs related to law enforcement and criminal justice legislation Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
None	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
There will be no data collected for these purchases	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
The furniture and equipment purchased with increased budget allocation aligns with multiple goals from the Police Department's 2022- 2023 Strategic Plan Including:	

- **Ensure the wellness and health of our employees, emotionally and physically.**
- **Maintain a progressive approach to best practices revolving around training, equipment, programs and service to the community and our employees.**

The use of federal forfeiture funds for these purposes aligns with federal law and U.S. Department of Justice guidelines as permissible use for the “expansion of law enforcement activity”.



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PROPOSAL

PROPOSAL #: 49312

DATE: 05/11/22

PROJECT #: 9-135

PROPOSAL FOR: 1746

CITY OF SPOKANE
ATTN: ACCOUNTS PAYABLE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

INSTALL AT:

SPOKANE POLICE DEPARTMENT
1427 W GARDNER
SPOKANE WA 99201

CUSTOMER P.O.

PAYMENT TERMS

QUOTE VALID

SALESPERSON

NET 10 DAYS

07/01/22

DEFELICE, CHLOE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	A8125.6724J	HERMAN MILLER OMNIA CONTRACT #2020000622 +Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 24W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	257.64	515.28
2	2	A8125.6736J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 36W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	311.51	623.02
3	2	A8125.6742J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 42W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	325.19	650.38
4	2	A8125.6748J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 48W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	344.00	688.00



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5	2	A8220.67H HF	+Conn,2-Way 90 Deg,Thin Base Hard 67H +inner tone light	62.70	125.40
6	2	A8271.67H HF	+Fin End,Thin Base 67H +inner tone light	23.09	46.18
7	2	AO210.62 HF	+Wall Start 62H +inner tone light	30.50	61.00
8	1	AO212.	+Wall Filler Strip, 4/Pkg	70.11	70.11
9	6	AO215.62	+Draw Rod 62H	10.83	64.98
10	3	A8125.6724J HF	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 24W +inner tone light	257.64	772.92
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
11	3	A8125.6730J HF	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 30W +inner tone light	278.45	835.35
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
12	9	A8125.6736J HF	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 36W +inner tone light	311.51	2,803.59
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		

CONTINUED...



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
13	3	A8220.67H	19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale +Conn,2-Way 90 Deg,Thin Base Hard 67H	62.70	188.10
14	3	A8271.67H	HF +inner tone light HF +inner tone light +Fin End,Thin Base 67H	23.09	69.27
15	3	AO210.62	HF +inner tone light +Wall Start 62H	30.50	91.50
16	12	AO215.62	HF +inner tone light +Draw Rod 62H	10.83	129.96
17	12	A8125.6724J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 24W	257.64	3,091.68
18	6	A8125.6730J	HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale +Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 30W	278.45	1,670.70
19	22	A8125.6736J	HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale +Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 36W	311.51	6,853.22
			HF +inner tone light		

CONTINUED...



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
20	12	A8125.6742J	HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale +Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 42W	325.19	3,902.28
21	13	A8220.67H	HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale +Conn,2-Way 90 Deg,Thin Base Hard 67H	62.70	815.10
22	3	A8230.67H	HF +inner tone light HF +inner tone light +Conn,3-Way 90 Deg,Thin Base Hard 67H	102.32	306.96
23	2	A8240.67H	HF +inner tone light HF +inner tone light +Conn,4-Way 90 Deg,Thin Base 67H	131.39	262.78
24	12	A8271.67H	HF +inner tone light HF +inner tone light +Fin End,Thin Base 67H	23.09	277.08
25	5	AO210.62	HF +inner tone light +Wall Start 62H	30.50	152.50
26	2	AO212.	HF +inner tone light +Wall Filler Strip, 4/Pkg	70.11	140.22
27	40	AO215.62	+Draw Rod 62H	10.83	433.20



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28	15	A8125.6724J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 24W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	257.64	3,864.60
29	6	A8125.6730J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 30W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	278.45	1,670.70
30	12	A8125.6736J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 36W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	311.51	3,738.12
31	2	A8125.6748J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 48W HF +inner tone light HF +inner tone light 8T +crossing-Pr Cat 1 19 +crossing shale 8T +crossing-Pr Cat 1 19 +crossing shale	344.00	688.00



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
32	21	AO215.62	+Draw Rod 62H	10.83	227.43
33	8	A8125.6724J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 24W	257.64	2,061.12
		HF	+inner tone light		
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
34	4	A8125.6730J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 30W	278.45	1,113.80
		HF	+inner tone light		
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
35	16	A8125.6736J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 36W	311.51	4,984.16
		HF	+inner tone light		
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
36	12	A8125.6742J	+Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 42W	325.19	3,902.28
		HF	+inner tone light		
		HF	+inner tone light		
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
		8T	+crossing-Pr Cat 1		

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37	12	19 A8125.6748J HF HF 8T 19 8T 19	+crossing shale +Panel,Tack Ac-Bar,Thin Baser Npwr W/Rcp/Com Lc 67H 48W +inner tone light +inner tone light +crossing-Pr Cat 1 +crossing shale +crossing-Pr Cat 1 +crossing shale	344.00	4,128.00
38	8	A8220.67H HF HF	+Conn,2-Way 90 Deg,Thin Base Hard 67H +inner tone light +inner tone light	62.70	501.60
39	4	A8230.67H HF HF	+Conn,3-Way 90 Deg,Thin Base Hard 67H +inner tone light +inner tone light	102.32	409.28
40	2	A8240.67H HF HF	+Conn,4-Way 90 Deg,Thin Base 67H +inner tone light +inner tone light	131.39	262.78
41	12	A8271.67H HF HF	+Fin End,Thin Base 67H +inner tone light +inner tone light	23.09	277.08
42	28	AO215.62	+Draw Rod 62H	10.83	303.24
43	2	1B2JK7-	+Lock Plug and Key,Chrome UM Series	3.40	6.80
44	2	226 LTPL-04220 HF	+key number 226 @Tu File Top, Lam Top/TP Edge 42W 20D @inner tone light	117.34	234.68
45	2	LW400.4238 SS HF KA	+Storage Case,W-Pull 42W 38H +smooth paint on smooth steel +inner tone light +keyed alike	609.61	1,219.22



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
46	1		Delivery Installation Services	4,464.00	4,464.00
<p style="text-align: center;"><u>General Terms and Conditions of Sale</u></p> <p>*Upon approval of the Proposal, the order shall be deemed accepted and non-cancellable. *Title to the property listed on these pages shall remain with Contract Design Associates, Inc. (CDA) until Buyer pays the obligation in full. Buyer agrees not to sell, encumber, or remove the same property from the county in which it was delivered prior to full payment, without the written approval of CDA. *All invoices from CDA carry net 10-day terms. CDA reserves the right to assess and Buyer agrees to pay interest charges at 1.5% per month (18% per annum) on all unpaid balances past 30 days.</p> <p>Payments made by credit card for materials or services in excess of \$3000 per order will incur a 3% processing fee.</p> <p>*CDA reserves the right to make partial deliveries and to invoice accordingly and Buyer agrees to pay invoices for partial shipments. *After Buyer's acceptance of this proposal, should Buyer not be able to accept delivery of the goods covered under this contract within 10 business days of arrival at CDA warehouse or a designated receiving location, CDA shall invoice for goods as well as storage and handling costs, and Buyer agrees to pay such charges. Installation charges will be withheld until completed.</p> <p style="text-align: center;">COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST</p>					

DEPOSIT REQUIRED: 0.00

THANK YOU FOR YOUR BUSINESS!!!

By acceptance of this proposal, I acknowledge and agree with the seller's standard terms and conditions.

SUBTOTAL

59,697.65

SALES TAX

5,372.79

TOTAL

65,070.44

ACCEPTED BY _____

DATE ACCEPTED _____