

SPECIAL MEETING NOTICE OF THE PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

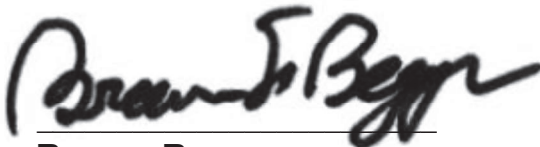
The regularly scheduled September 5, 2022, meeting of the Public Safety & Community Health Committee has been canceled. A special meeting of the Public Safety & Community Health Committee will be held on August 29, 2022, at 1:15 p.m.

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on Monday, August 29, 2022**, in City Council Chambers, – Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. The Public Safety & Community Health Committee meeting is regularly held the 1st Monday of each month at 1:15 p.m. unless otherwise posted.

Members of the public who cannot attend in person can tune in to the meeting by viewing it live on CityCable5, at <https://my.spokanecity.org/citycable5/live>, or <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code # 2491 952 4023.

See attached agenda



Breean Beggs
Council President


Terri Pfister (Aug 26, 2022 09:41 PDT)

Terri Pfister
Spokane City Clerk

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 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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.

**Public Safety & Community Health Committee
Agenda for 1:15 p.m. Monday, August 29, 2022**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on August 29, 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 August 1, 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 \(SPD\)](#)
- V. **Discussion Items**
 1. Fire Department Update – Chief Schaeffer (5 minutes)
 2. Cold Case Update – Major McNab (5 minutes)
 3. C.O.P.S. Update – Patrick Striker (10 minutes)
 4. [WASPC Grant funding for BHU – Eric Olsen \(5 minutes\)](#)
 5. [Trent Services Provider Recommendation – Johnnie Perkins \(5 minutes\)](#)
 6. [Commerce ROW Letter Discussion - CM Cathcart \(5 minutes\)](#)
 7. ARPA Funding Discussion – Matt Boston (10 minutes)
 8. [Camping Ordinance Discussion – CM Cathcart, CP Beggs \(15 minutes\)](#)
 9. [Forfeiture Ordinance Discussion – CP Beggs, CM Bingle \(15 minutes\)](#)
- VI. **Consent Items**
 1. [Contract Agreement with C.O.P.S. \(Finance\)](#)
 2. [Value Blanket for Curb & Valve Boxes \(Water & Hydroelectric Services\)](#)
 3. [FY2021 Continuum of Care UFA Grant Agreements \(CHHS\)](#)

4. SBO for additional FTEs (SPD)
5. Sole Source Contract Leasing of Medical Equipment from Stryker Corporation (SFD)

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. October 3, 2022.

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STANDING COMMITTEE MINUTES
City of Spokane
Public Safety & Community Health
July 11, 2022

Call to Order: 10:03 a.m.

Recording of the meeting may be viewed here: <https://vimeo.com/728963989>

Attendance

Committee Members Present:

Council Member Cathcart, Chair; Council President Beggs, Vice Chair; Council Members Stratton, Kinnear, Wilkerson and Bingle

Committee Members Absent: CM Zappone

Staff/Others Present:

List names of staff or other attendees who are present

Approval of Minutes

➤ **Action taken**

Motion made by Council Member Bingle to approve the meeting minutes for June 6, 2022. Seconded by Council President Beggs. Approved 6-0.

Agenda Items

List agenda items as presented to the Committee or as outlines in the meeting notice. Please give a brief description of the action taken on each item.

Discussion items

1. Appointment of Eric Iannli to serve of WQTIF Neighborhood Project Advisory Committee through April 9, 2023
 - **Action taken**
No action taken. Presentation and discussion only.
2. Fire Department Update
 - **Action taken**
No action taken. Presentation and discussion only.
3. Discussion on Violent Crimes Taskforce & DV Unit Staffing
 - **Action taken**
No action taken. Presentation and discussion only.
4. EAGL Gunshot Detection and Alerting System
 - **Action taken**
No action taken. Presentation and discussion only.

5. Municipal Court SBO Discussion
 - Action taken
CP Beggs, CM Stratton and CM Kinnear agreed to sponsor
6. Special Counsel Contract Amendment re: Novak Matter (moved up from Consent during the meeting)
 - Action taken
No action taken; discussion had on increasing the contract amount by \$200,000 rather than the \$100,000 originally proposed.
7. 2023 Public Safety Vehicle SBO Discussion (SPD & SFD)
 - Action taken
No action taken. Presentation and discussion only.
8. 2022 Urban Camping Compliance Act (Note: this item was taken out of order after the SPD Update of Violent Crimes and DV Taskforce)
 - Action taken
No action taken. Presentation and discussion only.
9. Essential City Facilities Ordinance
 - Action taken
No action taken. Presentation and discussion only.

Consent items

1. Special Counsel Contract Amendment re: Novak Matter (see discussion item #6 above)
2. Department of Ecology Grant for Hazmat Team Equipment
3. Infor CAD Software Contract Amendment
4. ABM Contract Amendment
5. ESO Solutions, Inc. Annual Subscription Fees for Software
6. Sole Source Contract Leasing of Defibrillators & Durable Medical Equipment
7. Software Renewal for Cellbrite

Executive session

None.

Adjournment

The meeting adjourned at 12:01 p.m.

Prepared by:

Insert your name and role

Approved by:

CM Name

Committee Name Chair

DRAFT



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
September 2022 Report



Public Safety and Community Health Committee Briefing
August 29, 2022



Excerpts of Commendations
(Personal Identifying Information has been removed)

[Officer Christopher LeQuire] I was pulling up behind a police patrol car at the intersection of Sprague and Havana today, and the police car suddenly turned its lights on and pulled off to the side. There was a man with a white cane on the corner, but the sidewalk was all torn up from construction with a big drop off. The officer got out and gave the man his arm and walked him across Sprague and then across Havana. I just felt like it was worth taking a photo and mentioning this officer taking the time to do a little thing to help someone today. I don't know his name but someone might be able to recognize him from the photo.

I was stopped at the light on Freya. A car hit me very hard from behind. The driver fled after telling me she didn't have insurance. I did get her plate number. Nobody stopped to help me. I was terribly shaken up, but made it home. I have a blood disease and had a treatment appointment that afternoon. I was sitting at home in shock when **Officer Todd Nelson #1462** came to my house to take the report. I have treated Complex PTSD from being a victim of a serious, life-threatening crime. To this day I have had a terrible fear of having to talk to the police. I told officer Nelson about how my PTSD was flaring up and asked for his patience. He was so kind and understanding of me. He took extra time to make sure I was ok, and even volunteered to drive me to my phlebotomy appointment. He listened and stayed so kind while I rambled and stalled alternately in the telling of the event. He just waited so nicely and listened with care and compassion. I am sure he had such a busy day and he could have been impatient with my behavior which probably would have amped me up more. My blood condition thickens my blood and my PTSD response to the events of the day had my normal blood pressure up to 188/105, a very dangerous combination. So when I say that Mr. Todd handled the situation with me in the best possible way, I truly mean he could have helped me in preventing a stroke or heart attack. I wanted to let someone know how deeply and profoundly I valued his professionalism and humanity on what was a terrible day for me. He was and remains a bright spot in my memory and shall have my eternal gratitude. For him it may have been just a routine call, but for me it was far more significant. I remain indebted to his kindness. Could you please tell him so.

Officer [Tyson] Setzler, Thank you for taking the time to help me and keeping my son and I safe. I truly felt that you cared and were understanding to my situation. Our community is blessed to have you.

I wanted to reach out to say thank you to the gentleman from Crime Check, who was so kind, the dispatcher **Tanya [Hauenstein]**, and **Officer [Daniel] Rhine**. My co-worker's roommate went on a blind date last night and never came home. And is not answering her phone, so I went with my co-worker to look for her, after no luck, I called Crime Check to see what we should do, the gentleman from Crime Check was kind and very helpful. Took the information and passed it on to dispatch. Dispatch called me back, and stated an officer was on his way to assist us. Officer Rhine was very kind and assisted us as much as he could. I just wanted to reach out to say THANK YOU!



Internal Affairs Unit Update

January 1 through July 31, 2022, Commendations and Complaints

Commendations Received: **Total: 153**

Complaints Received: **Total: 49 (40 from community)**

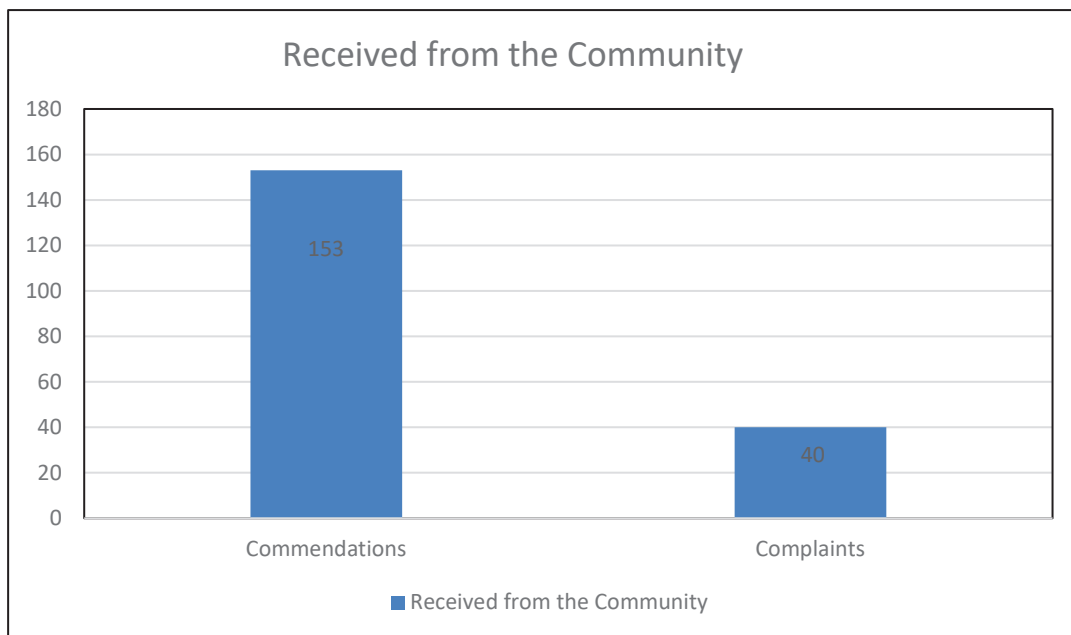
Closed Out as Inquiries: 2 (As of July 31, 2022)

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 July 31, 2022

Received by the Office of Police Ombudsman	Total: 14
Received by the Spokane Police Department	Total: 26
Internally Generated by the SPD	Total: 9
Generated by the Community	Total: 40

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- July 31, 2022, there were 47 non-deadly use of force incidents, including 14 K9 contacts and 33 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- August 3, 2022, there were two deadly force incidents.

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.

Incident 2022-20134271 (Pending Criminal Investigation)

2022-20134271 took place on August 3, 2022, in the area of 2nd and Sheridan. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Items of Interest

SPD's Stolen Property Enforcement and Recovery (SPEAR) Unit makes arrest of prolific identity thief

43-year-old Azariah Hulsey was arrested on 7-14-22 for charges relating to an extensive scheme of identity theft and the use of fraudulent checks. In total, Hulsey purchased over \$30,000.00 in property from retail establishments using stolen or forged checks from a variety of individuals. Hulsey would use fraudulent IDs and other pieces of a victim's identity to verify the checks authenticity.

SPD's Stolen Property Enforcement and Recovery (SPEAR) unit began investigating after the pattern of criminal activity was discovered. A SPD SPEAR unit supervisor reviewed surveillance footage from one of the mercantile establishments which had been defrauded by Hulsey and immediately recognized him based on previous investigations.

The investigator began contacting various businesses, reviewing financial transactions, and combing through security camera footage which uncovered a spree of criminal activity. In a 9-week period, Hulsey utilized 25 forged checks, in the names of four victims, at 18 different business locations. The total monetary loss exceeded thirty-thousand dollars.

The scheme was particularly sophisticated as Hulsey would obtain victims' identities through a variety of means and would then manufacture realistic looking IDs using the victim's identifying information, and his (Hulsey's) photograph.

Hulsey was arrested when he arrived at a local business to pick-up property previously purchased with a forged check. Hulsey was booked into the Spokane County Jail for 47 criminal charges including identity theft, forgery, theft, and criminal impersonation. Hulsey is six-time convicted felon with a history of forgery, possession of a stolen motor vehicle, and theft.





Behavioral Health Unit (BHU)

The BHU continued to respond to calls involving people in crisis and successfully divert them from emergency rooms and jail.

BHU TOTALS JULY 1, 2021 THROUGH JUNE 30, 2022

TOTAL GRANT PERIOD	TOTALS	NOTES
Total Persons Reached	4,413 Total for grant period.	** Time saved usually does not include report writing time.
Total Patrol Time Saved**	2,988 hours, total for the grant period.	
Refused Assistance	676 people were contacted but refused services.	
Total Referrals	2,394 referrals were made or resources offered.	
Arrest	47 arrests have been made since	***Diversion means PC exists or there is criteria for ITA
Use of Force	0 use of force beyond handcuffing	
Diversions***	257 Diversions from hospital or jail	

SPD Volunteers

SPD Volunteer units, totaling 47 individuals, donated 19,485 hours of service to the community in 2021.

Citizens	17 individuals	4,044 hours
Explorers	1 individual	182 hours
Reserves	11 individuals	5,559 hours
Co-Ops	13 individuals	3,276 hours
Chaplains	17 individuals	6,424 hours

Chaplains

The Spokane Police Chaplaincy exists to provide a ministry of presence, support, and counsel to the law enforcement personnel of the Spokane Police Department, their families, and the citizens of Spokane when tragedy occurs. Chaplains respond to all Death on Arrival (DOA) calls, to be a resource to the decedent's loved ones and the first responders on the call. In 2021, Police chaplains responded to 459 DOA calls and 16 SWAT calls. Chaplains assist families and can relieve patrol officers on DOA calls who are waiting for funeral home or family response in order to get officers back in service.

Chaplains also respond to homicides, Officer-Involved Shootings, and serious critical incidents involving officers. They help with death notifications, standoffs, and provide food and water during large events. They help with counseling for SPD employees and their families. The Chaplaincy is an organization built on Biblical principles serving all people, regardless of religion, race, age, gender or sexual preference. The Chaplaincy is comprised of faith-based individuals, but Chaplains do not push their beliefs on anyone.

The Chaplaincy is a 501(c)3 non-profit organization, with two full-time paid Chaplains and 16 volunteer Chaplains. Volunteer chaplains donated 6,424 hours of service in 2021.

Community members often share their appreciation of Chaplain response on difficult calls. SPD has received several recent compliments.

~ “Dear Chinelle, Thanks to you and the SPD officers who came when my brother passed away. Your caring and thoughtfulness were greatly appreciated at that sad time.”

“Chaplain Kevin Piatt was very kind and helpful when my loved one passed on. He was present, appropriate and gentle. Thank You, Kevin, and Many Blessings.”



~ “Chaplain Mickey, I wanted to say thank you! You helped my niece and I after my sister’s death. I just wanted to let you know how much we appreciated your help that very tragic and hard day.”

~ “My wife and I would like to extend a heart-felt thank you to Officers Paulie Mead, Makalia McKittrick, and Chaplain Chinelle Flood for their professionalism in carrying out their duties; to notify us of the sudden and tragic death

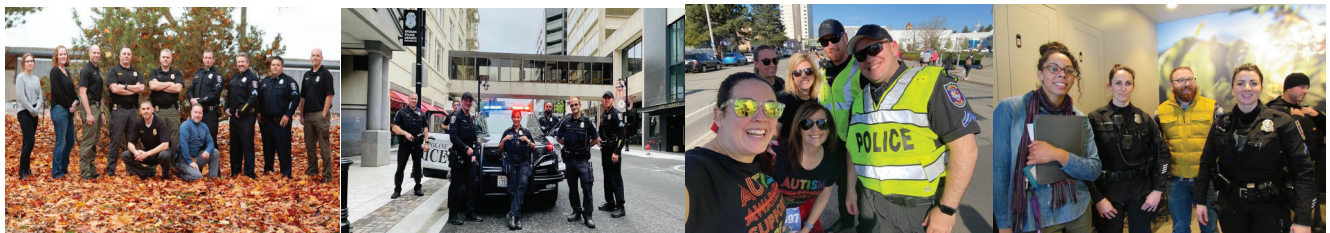
of our twenty-year-old daughter, as the result of an automobile accident in Helena, Montana. It was shocking and devastating news to our family... Although the memory of that morning will forever be seared into our minds, the compassion and human decency extended to us by these outstanding representatives of the Spokane Police Department during the worst moment of our lives, will never be forgotten. Thank you for sending them to us.

~ “Dear Chaplain Klaja, Thank you for your kindness and support as we learn to navigate life without our sweet Rosalie in it. We appreciate the time you spent with us and the follow up note that you sent.”



Internal Recognition – Chaplain Pat Hogan

Chaplain Pat Hogan brings a wealth of experience and wisdom to our chaplaincy. Recently, while on a call, Pat went above and beyond by assisting two young men who had recently experienced the death of their father, leaving them completely alone. His efforts included networking with multiple agencies to identify and locate local resources to assist the young men with acquiring the basic necessities and maintaining their current living situation, which was in jeopardy after the death of their father. Pat took the time to reach out to any and all family members who might also be able to assist and was able to identify a continuum of care to help ensure they had every opportunity to succeed.



Precinct Highlights

North Precinct

Collaboration with Neighborhood Residents and Businesses

- Neighborhood Resource Officer Todd Brownlee has been focusing on Mission Park and surrounding areas. SPD has continual and frequent prowl checks in the park. It was recently listed as a patrol Hot Spot/Prowl Check for patrol. Mission Park (including Whitter Pool) continue to be one of NRO Brownlee's highest priorities. Recent issues include sleeping/drug use in the vicinity of the bathrooms overnight. Cleaning crews are showing up in the mornings to transients camped out in the bathrooms, surrounded by drug paraphernalia, blood on the walls and vomit on the floors. Vast improvements have been made, but it continues to be a real challenge. There were 17 calls for service in Mission Park in July. This reflects a significant increase, given there were 12 CFS for May and June combined. It is also to be expected due to the warmer weather and increased attendance.
- NRO Brownlee is also working with staff at Safeway on Mission to enforce the No Loitering/No Parking areas. Calls for service had declined in May and June from a high in the spring but ramped up again during July. He is continuing frequent prowl checks.

Outreach

The North Precinct staff attended multiple National Night Out Against Crime events.



South Precinct

Collaboration with Neighborhood Residents and Businesses

- The South Precinct has been focusing on crime near Camp Hope. The precinct identified a need for No Parking signs on 1st between Fiske and Ray. The camp was overflowing onto this unposted street. After the Street Department placed the signs, officers cleared the street.
- Officer Brownell assisted the Homeless Outreach Team (HOT) in clearing campers from the 2nd and 4th street bridge areas between Browne's Addition and the Downtown Precinct. The area neighborhood councils have praise for Officer Brownell's work.

South Precinct staff at the Police Activities League

Precinct Lieutenant Dave Staben is pictured with Neighborhood Resource Officer Jake Willard and Downtown NRO Micah Prim, with participant Ellie at Liberty Park.



South Precinct Captain Brad Arleth Retirement



Captain Brad Arleth was hired by the Spokane Police Department in 1992. He became a Field Training Officer in 1995, promoted to detective in 1998 and then to sergeant in 1999. As sergeant, he worked as a Patrol Supervisor, then moved to the Spokane Police Regional Training Center as Assistant Training Director and then supervised the Sexual Assault Unit in the Investigations Division. In 2000, Arleth was selected for the Explosive Disposal Unit (EDU). In 2007, he was promoted to lieutenant and served as a patrol shift commander until 2011. He was then assigned to Major Crimes, commanding Homicide/Robbery Unit and Special Victims Unit. From 2007 to 2012, Arleth was the EDU

Commander. In 2012, Lt. Arleth was promoted to Captain. He served as Captain in Patrol, Downtown Precinct, Investigations, and the South Precinct.

Downtown Precinct

Crime Prevention Missions

- During June and July 2022, the Precinct focused on Sprague-2nd Ave/Post-Monroe. From June 16-June 27, there were 79 calls for service and 11 Part 1 crimes. From June 28 to July 6, there were 22 calls for service, zero reports of vehicle prowling, 3 arrests, and zero Part 1 crimes.
- During July, the DTP focused on Sprague-Riverside/Howard-Post to reduce the number of people hanging out on street corners. There have been allegations of assaults and harassment by groups

in this area. As of August 3, 2022, calls for service decreased, from 69 to 59 calls for service. Part I crimes stayed the same, at 4 during the period.

- The newest mission is the Cedar Viaduct (between 1st /2nd), to reduce camping, pedestrian interference, and property crime in the area.

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 July 13, noon-2pm, at the 2nd/Division Starbucks.
- National Night Out events



Outreach Update

Police Activities League (PAL)

The Spokane Police Activities League (PAL) is an outreach program created in 2013 to help build trusting relationships between community youth and local law enforcement. Each summer, the PAL program offers fun, structured activities for youth, with opportunities to make friends and memories at their local parks. Lunch and activities such as flag football, basketball, running, soccer, and lawn games are provided at every session. Officers and community volunteers mentor participating youth, providing positive role modeling and reinforcement of the program's core values of respect, honesty, sportsmanship, integrity, and leadership.

In 2022, 984 participants enjoyed PAL, thanks to PAL's valuable partners: City of Spokane Parks Department, Greater Spokane Substance Abuse Coalition, Martin Luther King Jr. Center, Northeast Youth Center, Numerica Credit Union, RESCU, Spokane C.O.P.S., Spokane Parks Foundation, Spokane Police Foundation, Spokane Public Schools Meal Program, West Central Community Center, WSU Spokane County Extension, and YMCA of the Inland Northwest. Financial support is provided by the Spokane Police Foundation and their donors, which can be found at <https://www.spokanepolicefoundation.org/events/>.



Every session, SPD provides education. Several units (K9, SWAT, Drone, Spokane C.O.P.S. Mounted Patrol) give presentations and take questions.



PAL serves a diverse population of elementary and middle school students. Across demographics, youth consistently report that the program helped them trust police. Youth surveys also show understanding that the effects of substance use on their health. Most importantly, 97% of youth enjoyed the PAL program.





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 Aug 29th, 2022.</p> <p>Statistic for Photo Red for the time frame of July 1st, 2022, thru July 31st, 2022.</p> <p>There were 1789 violations on the photo red system from July 1st, 2022 thru July 31st, 2022. During the same time frame in 2021 there were 2481 violations, which is a decrease of 692 violations. SK13 Thor/2nd and SK009 Freya/3rd and SK07 2nd/Thor wrote zero infractions. These three sites are down due to construction. This accounts for the reductions.</p> <p>Statistic for Photo Speed for the time frame of July 1st, 2022, thru July 31st, 2022.</p> <p>There were 0 violations on the photo speed system from July 1st, 2022 thru July 31st, 2022. During the same time frame in 2021 there were 0 violations, which is a decrease of 0 infractions.</p> <p><u>Executive Summary: Photo RED</u></p> <p>July 1st, 2022, thru July 31st, 2022</p> <ul style="list-style-type: none"> • Division and Sprague was the highest with 445 violations. • Browne and Sprague was the second highest with 324 violations. • Division and Francis was the third highest with 259 violations. • Maple and 2nd was the fourth highest with 179 violations. <p><u>Executive Summary: Photo SPEED</u></p> <p>July 1st, 2022, thru July 31st, 2022</p>

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?	

<p>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?</p>

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	CM Cathcart (Discussion Only)
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	FY22-23 BHU grant award & SBO
Summary (Background)	<p>The City of Spokane Police Department is seeking continued acceptance of grant funds from the Washington Association of Sheriffs and Police Chiefs (WASPC), through Spokane County Sheriffs Office, that will be used to operate the collaborative Mental Health Field Response Teams Program.</p> <p>Total funding awarded to the City is \$879,780 and will be used:</p> <ul style="list-style-type: none"> • Salary/Benefits - \$772,525 <ul style="list-style-type: none"> ○ Used to fund 6 FTE's • Overtime - \$97,255 • Travel/Training - \$10,000 <p>Assigned under the grant will be one SPD Sergeant, one Mental Health Coordinator, and four Senior Police Officers.</p> <p>Grant period July 1, 2022 through June 30, 2023</p> <p>Special budget ordinance is also required to appropriately recognize grant revenue/expenses.</p>
Proposed Council Action & Date:	Acceptance of grant and SBO- September 26 th , 2022
Fiscal Impact: Total Cost: <u>\$879,780</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: WASPC grant funds through SCSO 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?	
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?

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 and Judicial Grant 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 and Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- A) Increase revenue by \$879,780
- B) Of the increased revenue, \$879,780 is from SCSO as a grant-pass through of WASPC awarded funding
- 1) Increase appropriations by \$879,780
- A) Of the increased appropriation, \$772,525 will be used to fund 6 SPD FTE's salary & benefits
- B) \$97,255 will be used to fund overtime related to grant activity
- C) \$10,000 will be used for travel and training costs

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 accept funding for the regional Mental Health teams 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	CHHS
Contact Name & Phone	Jenn Cerecedes 509.625.6055
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	CM Bingle for Discussion
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Trent Services Provider
Summary (Background)	We reopened the shelter provider RFP on August 1 st and it closed August 14 th . This consent item is to approve the CHHS RFP committee's recommendation to award the contract.
Proposed Council Action & Date:	Consent to award a contract
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: 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? This proposal will provide services to vulnerable populations experiencing homelessness.	
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? CMIS will be used to collect and report data.	

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

CMIS will be used to collect and report data.

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 policy aligned with the 5 year strategy to end homelessness.

August 26, 2022

Secretary Lisa Brown
Washington State Department of Commerce
P.O. Box 42525
Olympia, WA 98504-2525

Dear Secretary Brown:

The Spokane City Council continues to hear from neighborhoods that were not included in previous discussions and are extremely dismayed by the intent to site homeless services and service providers in a small area of west Spokane. Therefore, the Spokane City Council requests the Department of Commerce reopen the Spokane regional homeless ROW funding discussion to ensure all voices are heard. From a Spokane community perspective, reopening the discussions to allow for full City Council input, neighborhood representation, and an opportunity for all providers to be at the same table which creates a community-focused approach to seeking solutions while addressing current public concerns. In addition, a broader plan that includes deployment of resources across the region and not simply in one jurisdiction is a critical aspect of how we must collectively address this issue. The population of the large Spokane camp comes from across the region, therefore the solution must be a regional one.

We represent the interests of many individuals, families, and businesses who understand and support the need for housing options and are encouraged by the Department of Commerce's willingness to provide the Spokane community with funding resources; however, they also desire community engagement and a seat at the table. The overarching goal is to create a plan that advances our community's vision for inclusive progress. We strongly support the need for continued discussion.

Thank you for your consideration of this important initiative.

ORDINANCE NO. C-_____

AN ORDINANCE relating to the Protection of Public Lands and Properties; and amending sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code.

Whereas, protecting the health, safety and lives of its residents is the primary purpose of city government; and

Whereas, the City also has a stewardship over its public lands and properties and a responsibility to set reasonable rules that will safeguard and protect those public lands and properties; and

Whereas, the City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution, RCW 35A.11.020 and RCW 35.22.280(30) and (35); and

Whereas, City-owned public lands and properties are generally intended for the safe and sanitary use by the broader public to gather, move freely and safely about, and engage in diverse activities all of which are inconsistent with a campground and camping activity the adverse impacts of which include, but are not limited to unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, etc.); and

Whereas, many individuals have resorted to using City park property, public sidewalks under or near downtown viaducts and locations adjacent to the Spokane River and its tributary Latah Creek, for camping, storage of personal belongings and/or for intermittent living accommodation; and

Whereas, City Park space is preserved and maintained to help benefit the physical and mental health and enjoyment of the public with freely accessible sanitary and safe outdoor spaces, and is at the center of resilient and equitable cities like Spokane; and

Whereas, camping interferes with park preservation, maintenance and equitable public use of these protected public properties; and

Whereas, public rights of way (ROW), including sidewalks, are intended for safe and sanitary shared use by a diverse community of users including businesses, government and the general public for gathering, movement of people and goods/services, ROW maintenance, cleaning and preservation services; and that this diverse population of public sidewalk users includes, by way of example, people who use differing modes of transportation including families with children in strollers and disabled individuals who use a variety of devices to facilitate mobility, such as people who, as a result of sensory, mental, or physical disability, utilize a wheelchair, motorized cart, walker, cane, scooter or other device to move from place to place; and vision impaired individuals who rely on the use of canes in combination with nonvisual tactile cues (i.e., touching building walls and railroad/highway underpass walls adjacent to sidewalks), to scan for obstacles or orientation marks; and

Whereas, camping and/or storage of personal belongings on sidewalks interferes with these shared uses, particularly when the conduct occurs in viaduct locations wherein infrastructure already limits shared use in confined, dim spaces, and where camping also disrupts

the safe flow of pedestrian movement by creating dangerous street crossing on high volume streets by individuals avoiding these viaducts, and additionally presents serious risk of damage to viaduct infrastructure; and

Whereas, a reasonable buffer distance between the entry and exit points of nearby viaducts and pedestrian routes of travel leading to and from such viaducts, including but not limited to sidewalk pedestrian routes, should also remain continuously free and unobstructed to promote the opportunity for pedestrians, particularly sight impaired, and/or mobility impaired (including elderly who also may have compromised stamina), to anticipate and prepare for the changes in pathway elements/features presented by viaduct vertical clearance, width, abutments, compromised lighting, and any signage and other communication aids that assist pedestrians in negotiating safe movement into and out of these structures;

Whereas, camping and/or storage of personal belongings on pedestrian routes of travel in these buffer locations near viaducts, including but not limited to sidewalks, leading to and from viaduct structures, introduces barriers that hinder the continuous unobstructed movement toward, through and from these structures, rendering pedestrian routes of travel to these structures less accessible and inaccessible depending on the nature of a pedestrian disability and/or impairment; and

Whereas, camping under bridges and underpasses has led to the steady destruction of critical infrastructure, causing the Streets Department to send out bridge crews who report persons digging into the buttresses and abutments, such as on Sunset Bridge, in the development of campsites. The City's Streets Department has faced unexpected costs and labor to pour gunnite to secure the bottoms of the piers. There have also been occasions where there have been fires next to piers which compromise the integrity of bridge structures and underpasses. The crew has put fencing up in certain areas to keep people out of abutment areas only to have the fencing cut or torn down a few days later. Between the camp clean-ups, graffiti, fencing, disposal fees, labor hours, and other things associated with the destruction around bridge structures, the Streets Department has estimated spending as much as \$30,000.00 per year; and

Whereas, riparian areas along the Spokane River and Latah Creek have been severely damaged by camping activity, and have experienced the ongoing destruction of foliage through fires, foot traffic and the regular and ongoing discharge of large amounts of refuse, human waste and drug paraphernalia left along the river banks and introduced into the water; and

Whereas, it is critical that City staff be given the authority to immediately remove camps that endanger human lives, critical infrastructure and the City's natural assets without having to wait for irreparable harm to occur; and

Whereas, the City finds that there are camping situations that create a substantial danger or risk of harm that requires immediate removal of the camper and personal property in order to prevent substantial harm to individuals, public property, and/or to the health and/or safety of the environment and/or the public. These camping situations include but are not limited to camps located on City owned/operated park property, underneath the downtown railroad viaducts and riparian zones to consist of areas adjacent to the Spokane River and Latah Creek.; and

Whereas, there are significant adverse impacts caused by camping activity concentrated around congregate homeless shelters which impacts Spokane's most vulnerable, particularly individuals attempting to escape homelessness. The predatory behavior of drug dealing directly

undermines the community's efforts to provide meaningful assistance and long-term resolution to the problem of individuals living unsheltered; and

Whereas, it is the intent of this chapter to provide protection in areas of Spokane where homeless shelters operate, and to interrupt the negative impacts of camping in areas where individuals are receiving services; and

Whereas, this ordinance intends to prohibit camping within the City while encouraging persons experiencing homelessness to utilize available low barrier shelters and access community services available at Spokane Community Court; and

Whereas, Spokane's Community Court has been recognized by the Center for Court Innovation as a model for successful problem-solving courts; and that participants are able to access services that include case management, substance abuse treatment, mental health care and housing referrals; and

Whereas, Spokane's Community Court does not penalize homelessness, but rather serves as a mechanism for assisting unsheltered persons to access and engage in the services and programming that assist individuals in exiting homelessness and through diversion, allows participants the opportunity to change their trajectory without a criminal conviction; and

Whereas, it is constitutionally permissible for cities to enforce a criminal violation established pursuant to an ordinance that sets restrictions on camping regardless of shelter availability; and

Whereas, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article VI of 12.02 SMC is amended to read as follows:

Article VI. Protection of Public Lands and Properties

Section 12.02.1000 Purpose

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of [Chapter 17E SMC](#).

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. “Camp” means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.

~~“Camp” or “camping” shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one’s personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.~~

- B. “Camp facilities” include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.

- C. “Camp paraphernalia” includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

- D. “Park or park facility” means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands, conservation lands and natural areas, shall be considered to be a “park facility” for purposes of this chapter.

~~((B-))~~ E. “Public property” shall mean any City-owned property, including but not limited to, parks or park facilities, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.

~~((G-))~~ F. “Public Tree” is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. “City-owned property” does not refer to the right-of-way.

G. “Right-of-way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

~~((D-))~~ H. “Street tree” means any tree or shrub located within the public right-of-way.

Section 12.02.1003 Protection Against Harm to Waterways

A. No person may cause harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways. No person may do any of the following:

1. Build or erect a structure of any type along the Spokane River or Latah Creek, or drive a nail or other object into any tree or other natural vegetation for the purpose of building a shelter or any other structure, or for affixing an object to any tree or other natural vegetation.
2. Dig on the banks of the Spokane River or Latah Creek.
3. Move boulders, destroy vegetation, pave roads or paths, or otherwise reconfigure the natural landscape or other City-approved development on the banks of the Spokane River or Latah Creek.
4. Drive, park or bring any vehicle onto any portion of the banks of the Spokane River or Latah Creek.
5. Discharge garbage, refuse, or human or animal waste along the banks or into the waters of the of the Spokane River or Latah Creek.

B. Any violation of this section shall be punishable as a misdemeanor.

Section 12.02.1004 Injury to Tree on Public Property - Violation

No person may destroy, injure, or deface any street tree or public tree on public property by any means, as provided in [SMC 12.02.914](#).

Section 12.02.1006 Unlawful Burning on Public Property

- A. A person is guilty of unlawful burning on public property if he or she knowingly causes a fire on public property.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.
- D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.

Section 12.02.1008 Unlawful Disposal of Litter on Public Property

No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in [SMC 10.08.010](#).

Section 12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and its tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1012.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as set out in the attached map at (Attachment pdf); and
 - b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.

B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter.
 - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier

shelter had available space during the previous twenty-four hours that could have been utilized by that individual.

- b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability.

Section 12.02.1012 Removal of Unauthorized Encampments and Individual Camps.

Upon a determination by law enforcement or designated City personnel that an area constitutes an unauthorized encampment pursuant to 12.02.1010, or that an individual is engaged in unlawful camping or storage of personal property pursuant to 12.02.1010, the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed according to the following procedures:

A. Unoccupied Encampments

1. Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

a. Contents of Notice

The written notice will provide the following notifications:

1. Campers must remove all their belongings from the site within 48 hours.
2. Campers should not leave behind any items they want to keep.
3. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.

4. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
5. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
6. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice may be disregarded, and a new notice may then be posted.
7. Basic contact information for campers seeking shelters or social services.

2. Cleanup of Unoccupied Encampments

After 48 hours, the City will clean up the site within a reasonable period of time.

- a. Any campers who are present at that time will be directed to remove their belongings from the site.
 1. Items that a camper leaves behind will be deemed abandoned.
 2. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 1. presence of one or more hypodermic needles (especially if uncapped);
 2. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 3. a tent or space that is soaked in liquid or mud;
 4. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 1. circumstances indicate that the item belongs to a person;
 2. the item has apparent utility in its current condition and circumstances; and

3. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

- d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:
 1. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
 2. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
 3. practically un-storable, due to large size, weight, or other similar characteristic;
 4. contraband or stolen;
 5. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.
- 2) Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.
3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.
 - a. Items that a camper leaves behind will be deemed abandoned.

- b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
- 2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Prioritized Removals Expedited

- 1. The City will prioritize and expedite the removal of an encampment, whether occupied or unoccupied, if any of the following conditions is observed or reasonably suspected in connection with an encampment:
 - a. physical threats or violence;
 - b. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);
 - c. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
 - d. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 - e. any other substantial threat to public health or safety;
 - f. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 - g. significant amounts of trash;
 - h. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);
 - i. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
- 2. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal shall be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras. In addition to documentation, the police officer or other person responsible for documentation shall include a statement indicating whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

D. Other Expedited Removals

- A. The following types of encampments are subject to expedited removal whether the encampment is occupied or unoccupied:
 - 1. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.

2. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 3. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 4. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 5. An encampment that appears to have been entirely abandoned (e.g., no persons present, no items of obvious value, overrun with litter).
 6. An encampment prohibited under SMC 12.02.1012.
- B. In an expedited removal, the City will follow the same clean-up procedures, including storage procedures, but without prior written notice.

Section 12.02.1014 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

Section 2. Emergency Clause. This ordinance is necessary for the immediate preservation of the public peace, health, or safety or for the immediate support of city government and its existing public institutions.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C-_____

AN ORDINANCE relating to the Protection of ~~Public Lands and Properties~~Downtown; amending Sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code; ~~and amending section 10.10.026 of the Spokane Municipal Code~~[MM1].

Whereas, protecting the health, safety and lives of its residents is the primary purpose of city government; and

Whereas, the City also has a stewardship over its public lands and properties and a responsibility to set reasonable rules that will safeguard and protect those public lands and properties; and

Whereas, the City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020; and

Whereas, ~~Downtown public City-owned public lands and properties are generally~~rights of way (ROW) ~~are~~ intended for the safe and sanitary use by the broader public of all abilities to gather, to move freely and safely about, and to engage in diverse activities all of which are inconsistent with a campground and camping activity the adverse impacts of which include, but are not limited to, unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, etc.); and

Whereas, many individuals have resorted to using ~~City Park property~~, public sidewalks downtown and under or near downtown viaducts ~~and locations adjacent to the Spokane River and its tributary Latah Creek~~, for camping, storage of personal belongings and/or for intermittent living accommodation; and

~~Whereas, City Park space is preserved and maintained to help benefit the physical and mental health and enjoyment of the public with freely accessible sanitary and safe outdoor spaces, and is at the center of resilient and equitable cities like Spokane; and~~

~~Whereas, camping interferes with park preservation, maintenance and equitable public use of these protected public properties; and~~

~~Whereas, public rights of way (ROW), including sidewalks, are intended for safe and sanitary shared use by a diverse community of users including businesses, government and the general public for gathering, movement of people and goods/services, ROW maintenance, cleaning and preservation services; and that this diverse population of public sidewalk users includes, by way of example, people who use differing modes of transportation including families with children in strollers and disabled individuals who use a variety of devices to facilitate mobility, such as people who, as a result of sensory, mental, or physical disability, utilize a wheelchair, walker, cane, scooter or other device~~

~~to move from place to place; and vision impaired individuals who rely on the use of canes in combination with nonvisual tactile cues (i.e., touching building walls and railroad/highway underpass walls adjacent to sidewalks), to scan for obstacles or orientation marks; and~~

Whereas, camping and/or storage of personal belongings on sidewalks interferes with ~~the these~~ shared and diverse uses, particularly when the conduct occurs in viaduct locations where infrastructure already limits shared use in confined spaces, and where camping also disrupts the safe flow of pedestrian movement by creating dangerous street crossing on high volume streets by individuals avoiding these viaducts, and additionally presents serious risk of damage to viaduct infrastructure; and

~~Whereas, riparian areas along the Spokane River and Latah Creek have been severely damaged by camping activity, and have experienced the ongoing destruction of foliage through fires, foot traffic and the regular and ongoing discharge of large amounts of refuse, human waste and drug paraphernalia left along the river banks and introduced into the water; and~~

Whereas, it is critical that City staff be given the authority to immediately remove camps that endanger human lives, critical infrastructure and the City's natural assets without having to wait for irreparable harm to occur; and

Whereas, the City Council finds that there are camping situations that create a substantial danger or risk of harm that requires immediate removal of the camper and personal property in order to prevent substantial harm to individuals, public property, and/or to the health and/or safety of the environment and/or the public. ~~These camping situations include but are not limited to camps located on City owned/operated park property, underneath the downtown railroad viaducts and riparian zones consisting of areas along the~~ ^[MM2] ~~Spokane River and Latah Creek; and~~

~~Whereas, there are significant adverse impacts caused by camping activity concentrated around congregate homeless shelters which impacts Spokane's most vulnerable, particularly individuals attempting to escape homelessness. The predatory behavior of drug dealing directly undermines the community's efforts to provide meaningful assistance and long-term resolution to the problem of individuals living unsheltered; and~~

~~Whereas, it is the intent of this chapter to provide protection in areas of Spokane where homeless shelters operate, and to interrupt the negative impacts of camping in areas where individuals are receiving services; and~~

Whereas, this ordinance intends to ~~prohibit~~ limit camping within the City while encouraging persons experiencing homelessness to utilize available low barrier shelters and access community services available at Spokane Community Court; and

Whereas, Spokane's Community Court has been recognized by the Center for Court Innovation as a model for successful problem-solving courts; and that participants are able to access services that include case management, substance abuse treatment, mental health care and housing referrals; and

Whereas, Spokane's Community Court does not penalize homelessness, but rather serves as a mechanism for assisting unsheltered persons to access and engage in the services and programming that assist individuals in exiting homelessness and through diversion, allows participants the opportunity to change their trajectory without a criminal conviction; and

Whereas, it is constitutionally permissible for cities to enforce a criminal violation established pursuant to an ordinance that sets restrictions on camping regardless of shelter availability; and

Whereas, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That 12.02 SMC is amended to read as follows:

Section 12.02.1000 Purpose

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River and Latah Creek from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of Chapter 17E SMC.

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

A. “Camp” means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.

B. “Camp Facilities” include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, trailers and cars.

C. “Camp Paraphernalia” includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

~~“Camp” or “camping” shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one’s personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.~~

D. “Congregate Shelter” means any private or public facility that provides short-term or contingency communal living including, but not limited to, any homeless shelter.

E. “Park or Park Facility” means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or Park Facility includes all associated areas, including but not limited to parking lots for parks and pools. Unless constructed or designated as a part of such Park Facility, adjacent buffer lands, undeveloped property, conservation lands and natural areas shall not be considered to be a “Park Facility” for purposes of this chapter.

~~((B-))~~ F. “Public Property” shall mean any City-owned property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.

~~((C-))~~ G. “Public Tree” is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. “City-owned property” does not refer to the right-of-way.

H. “Right-of-Way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

((D:)) I. “Street Tree” means any tree or shrub located within the public Right-of-Way.

~~Section 12.02.1004 Injury to Tree on Public Property—Violation~~

~~No person may destroy, injure, or deface any Street Tree or Public Tree on Public Property by any means [MM3].~~

~~Section 12.02.1006 Unlawful Burning on Public Property~~

~~A. A person is guilty of unlawful burning on Public Property if he or she knowingly causes a fire on Public Property.~~

~~B. A violation of this section is a misdemeanor.~~

~~C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.~~

~~D. With the exception of those who do not meet the criteria for acceptance into Spokane Community Court, individuals subject to enforcement under this chapter shall be directed to Spokane Community Court by officer referral.~~

~~Section 12.02.1008 Unlawful Disposal of Litter on Public Property~~

~~No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.~~

Section 12.02.1010 Unauthorized Camping – Prohibitions on Public Property—Violation

A. Camping Prohibited on City-Owned ~~Downtown~~ Property

It is unlawful to camp or store personal property, including Camp Facilities and Camp Paraphernalia, or to have unauthorized encampments, on any City-owned property located within the boundaries of the Downtown Police Precinct or Business Improvement District. Violation of this section is a misdemeanor. Except as provided in (B) and (C) of this section where camping is prohibited at all times, enforcement of the camping prohibition on any other City-owned property is subject to the available shelter requirement imposed by the legal precedent of Martin v. City of Boise, 920 F.3d 584, 617, N.8 (9th Cir. 2019), cert. den., 140 U.S. 674 (2019).

B. Camping Prohibited At All Times In Designated Areas

At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including Camp Facilities and Camp Paraphernalia, or to have unauthorized encampments, at any time in the following locations:

~~1. Under any Downtown railroad viaduct and within 100-300 feet of one as set out in the attached map at (Attachment pdf);~~

~~2.1. Any City-owned Park or Park Facility;~~

~~3. Any portion of land within 35 feet of the river water edge of the Spokane River or Latah Creek regardless of the season;~~

~~4. In any location between the hours of 6:00am and 11:59pm within the Downtown Police Precinct Boundary, designated in the map set forth in Attachment A, (hyperlinked here); and~~

~~5. Within half a mile from any City-supported Congregate Shelter.~~

Violation of this section is a misdemeanor and shall be enforced at all times regardless of shelter availability.

C. Camping Prohibited Where it Creates a Substantial Danger or Unreasonable Risk of Harm

At all times, regardless of the availability of shelter, it is unlawful to Camp where such activity creates an unreasonable risk of harm or poses a substantial danger to the community, such as on the Right-of-Way where there is congested foot traffic adjacent to streets; or due to the potential for fires, damage to infrastructure or any other safety hazard; or where such activity poses a substantial health or safety risk to any person for any reason. In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1012(C_[HM4]). Violation of this section is a misdemeanor and shall be enforced at all times regardless of shelter availability.

~~A. No person may camp in or upon any public property including, but not limited to, conservation lands and natural areas abutting the Spokane River and its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.~~

~~B. A violation of this section is a misdemeanor.~~

~~C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.~~

~~D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.~~

Section 12.02.1012 Removal of Unauthorized Encampments and Individual Camps.

Upon a determination by a law enforcement or City Code Enforcement officer that an area constitutes an unauthorized encampment, or that an individual is engaged in unlawful camping or storage of personal property^[HMS], the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed according to the following procedures:

A. Unoccupied Encampments

1. Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

a. Contents of Notice

The written notice will provide the following notifications:

1. Campers must remove all their belongings from the site within 48 hours.
2. Campers should not leave behind any items they want to keep.
3. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
4. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their

belongings without fear of arrest solely on the basis that they are retrieving their belongings.

4.5. The specific designated location where any items will or may be presently stored

5.6. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.

6.7. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice may be disregarded, and a new notice may then be posted.

7.8. Basic contact information for campers seeking shelters or social services.

2. Cleanup of Unoccupied Encampments

After 48 hours, the City will clean up the site within a reasonable period of time.

- a. Any campers who are present at that time will be directed to remove their belongings from the site.
 1. Items that a camper leaves behind will be deemed abandoned.
 2. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 1. presence of one or more hypodermic needles (especially if uncapped);
 2. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 3. a tent or space that is soaked in liquid or mud;
 4. any other similar indication that further inspection or manipulation would be unsafe.

- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 1. circumstances indicate that the item belongs to a person;
 2. the item has apparent utility in its current condition and circumstances; and
 3. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.
- d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:
 1. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
 2. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
 3. practically un-storable, due to large size, weight, or other similar characteristic;
 4. contraband or stolen;
 5. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.
 - 2) Any items taken into storage will be kept in storage for up to 60 days^[MM6]. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City's website.
3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour notice period, the notice may be disregarded, and a new notice may then be posted.
4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter space is available^[HM7], the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.
 - a. Items that a camper leaves behind will be deemed abandoned.
 - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Prioritized Removals Expedited

1. The City will prioritize and expedite the removal of an encampment, whether occupied or unoccupied, if any of the following conditions are observed or reasonably suspected in connection with an encampment:
 - a. physical threats or violence;
 - b. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);
 - c. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
 - d. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 - e. any other substantial threat to public health or safety;
 - f. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 - g. significant amounts of trash;
 - h. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk); or

- i. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
2. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal shall be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras. In addition to documentation, the police officer or other person responsible for documentation shall include a statement indicating whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

D. Other Expedited Removals

- A. The following types of encampments are subject to expedited removal whether the encampment is occupied or unoccupied:
 1. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 2. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 3. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 4. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 5. An encampment that appears to have been entirely abandoned (e.g., no persons present, no items of obvious value, overrun with litter).
- B. In an expedited removal, the City will follow the same clean-up procedures, including storage procedures, but without prior written notice.

~~Section 12.02.1012~~ Section 12.02.1014 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

Section 2. Section 10.10.026 is amended to read as follows:

Section 10.10.026 Sitting, Lying on Sidewalk in a ~~Designated Zone~~ the Downtown Police Precinct Boundary^[MM8]

A. Prohibition.

1. No person may sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk, or upon any sidewalk fixture not designed primarily for the purpose of sitting, including any bicycle rack, drinking fountain, trash container, planter, planting strip or grassy area, or in any entrance to or exit from any building, parking lot or loading dock, adjacent to the sidewalk during the hours between six a.m. and midnight in the zone designated in subsection D of this section. Downtown Police Precinct Boundary, as defined in SMC 12.02.1010(B)(4)^[HM9].

~~((2. At all times it is unlawful to sit or lie on any drinking fountain, trash container, planter, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.))~~

~~((3. At all times it is unlawful to sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.))~~

B. Exceptions.

The prohibition in subsection (A) of this section does not apply to any person:

- ~~1. sitting or lying down due to a medical emergency; or due to a sensory, mental, or physical disability;~~

~~((2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;))~~

3. operating or patronizing a business with permission to occupy the sidewalk;

4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;

5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or

6. sitting within a bus stop zone while waiting for public or private transportation;

~~((7. sitting on privately owned sidewalk fixture with the permission of the owner;))~~

~~((8. engaging in constitutionally protected expressive activities which would otherwise be restricted by the limitations in subsection (A) of this section.))~~

~~((9. who is homeless during a time frame when shelter space is unavailable.))~~

- C. No person shall be subject to enforcement under this section unless the person engages in conduct prohibited by this section within the entirety of the ~~zone designated in this section~~ Downtown Police Precinct Boundary after having been notified by a law enforcement officer^[MM10] that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within ~~the designated zone~~ the Downtown Police Precinct Boundary, a law enforcement officer may then enforce this section.
- D. The ~~zone~~ Downtown Police Precinct Boundary where such conduct is prohibited is established in the map set forth in Attachment A (PDF 1.2MB).
- E. This section does not permit any conduct which is prohibited by SMC 10.10.025 regarding interference with pedestrian or vehicular traffic.
- F. It is the intent of the City Council that homeless individuals subject to enforcement under this section be directed to emergency shelters, community/drug/mental health court, or other interventional services.
- G. A violation of SMC 10.10.026 is a misdemeanor.
- H. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C-_____

AN ORDINANCE relating to the Protection of Public Lands, Waterways, and Properties; amending Sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code; ~~and amending section 10.10.026 of the Spokane Municipal Code~~ [MM1];

Whereas, protecting the health, safety and lives of its residents is the primary purpose of city government; and

Whereas, the City also has a stewardship over its public lands and properties and a responsibility to set reasonable rules that will safeguard and protect those public lands and properties; and

Whereas, the City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020; and

Whereas, ~~City-owned~~ public lands and properties are generally intended for the safe and sanitary use by the broader public to gather, to move freely and safely about, and to engage in diverse activities all of which are inconsistent with a campground and camping activity the adverse impacts of which include, but are not limited to, unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, etc.); and

Whereas, many individuals have resorted to using ~~City Park property, public sidewalks under or near downtown viaducts and~~ locations adjacent to the Spokane River and its tributary Latah Creek, for camping, storage of personal belongings and/or for intermittent living accommodation; and

~~Whereas, City Park space is preserved and maintained to help benefit the physical and mental health and enjoyment of the public with freely accessible sanitary and safe outdoor spaces, and is at the center of resilient and equitable cities like Spokane; and~~

Whereas, camping adversely impacts safe and sanitary shared uses and camping interferes with park preservation, maintenance and equitable public use of these protected public properties; and

~~Whereas, public rights of way (ROW), including sidewalks, are intended for safe and sanitary shared use by a diverse community of users including businesses, government and the general public for gathering, movement of people and goods/services, ROW maintenance, cleaning and preservation services; and that this diverse population of public sidewalk users includes, by way of example, people who use differing modes of transportation including families with children in strollers and disabled individuals who use a variety of devices to facilitate mobility, such as people who, as a result of sensory, mental, or physical disability, utilize a wheelchair, walker, cane, scooter or other device~~

~~to move from place to place; and vision impaired individuals who rely on the use of canes in combination with nonvisual tactile cues (i.e., touching building walls and railroad/highway underpass walls adjacent to sidewalks), to scan for obstacles or orientation marks; and~~

~~Whereas, camping and/or storage of personal belongings on sidewalks interferes with these shared uses, particularly when the conduct occurs in viaduct locations where infrastructure already limits shared use in confined spaces, and where camping also disrupts the safe flow of pedestrian movement by creating dangerous street crossing on high volume streets by individuals avoiding these viaducts, and additionally presents serious risk of damage to viaduct infrastructure; and~~

Whereas, riparian areas along the Spokane River and Latah Creek have been severely damaged by camping activity, and have experienced the ongoing destruction of foliage through fires, foot traffic and the regular and ongoing discharge of large amounts of refuse, human waste and drug paraphernalia left along the river banks and introduced into the water; and

Whereas, it is critical that City staff be given the authority to immediately remove camps that endanger human lives, critical infrastructure and the City's natural assets without having to wait for irreparable harm to occur; and

Whereas, the City Council finds that there are camping situations that create a substantial danger or risk of harm that requires immediate removal of the camper and personal property in order to prevent substantial harm to individuals, public property, and/or to the health and/or safety of the environment and/or the public. These camping situations include but are not limited to camps located on City owned/operated park property, underneath the downtown railroad viaducts and riparian zones consisting of areas along the^[MM2] Spokane River and Latah Creek; and

~~Whereas, there are significant adverse impacts caused by camping activity concentrated around congregate homeless shelters which impacts Spokane's most vulnerable, particularly individuals attempting to escape homelessness. The predatory behavior of drug dealing directly undermines the community's efforts to provide meaningful assistance and long-term resolution to the problem of individuals living unsheltered; and~~

~~Whereas, it is the intent of this chapter to provide protection in areas of Spokane where homeless shelters operate, and to interrupt the negative impacts of camping in areas where individuals are receiving services; and~~

Whereas, this ordinance intends to ~~prohibit~~limit camping within the City while encouraging persons experiencing homelessness to utilize available low barrier shelters and access community services available at Spokane Community Court; and

Whereas, Spokane's Community Court has been recognized by the Center for Court Innovation as a model for successful problem-solving courts; and that participants are able to access services that include case management, substance abuse treatment, mental health care and housing referrals; and

Whereas, Spokane's Community Court does not penalize homelessness, but rather serves as a mechanism for assisting unsheltered persons to access and engage in the services and programming that assist individuals in exiting homelessness and through diversion, allows participants the opportunity to change their trajectory without a criminal conviction; and

Whereas, it is constitutionally permissible for cities to enforce a criminal violation established pursuant to an ordinance that sets restrictions on camping regardless of shelter availability; and

Whereas, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That 12.02 SMC is amended to read as follows:

Section 12.02.1000 Purpose

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River and Latah Creek from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of Chapter 17E SMC.

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

A. "Camp" means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, **right of way sitting or lying**, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.

B. "Camp Facilities" include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, trailers and cars.

C. "Camp Paraphernalia" includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

~~"Camp" or "camping" shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.~~

D. "Congregate Shelter" means any private or public facility that provides short-term or contingency communal living including, but not limited to, any homeless shelter.

E. "Park or Park Facility" means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or Park Facility includes all associated areas, including but not limited to parking lots for parks and pools. Unless constructed or designated as a part of such Park Facility, adjacent buffer lands, undeveloped property, conservation lands and natural areas shall not be considered to be a "Park Facility" for purposes of this chapter.

~~((B-))~~ F. "Public Property" shall mean any City-owned property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.

~~((C-))~~ G. "Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.

H. “Right-of-Way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

((D:)) I. “Street Tree” means any tree or shrub located within the public Right-of-Way.

~~Section 12.02.1004 Injury to Tree on Public Property—Violation~~

~~No person may destroy, injure, or deface any Street Tree or Public Tree on Public Property by any means~~ [MM3].

~~Section 12.02.1006 Unlawful Burning on Public Property~~

~~A. A person is guilty of unlawful burning on Public Property if he or she knowingly causes a fire on Public Property.~~

~~B. A violation of this section is a misdemeanor.~~

~~C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.~~

~~D. With the exception of those who do not meet the criteria for acceptance into Spokane Community Court, individuals subject to enforcement under this chapter shall be directed to Spokane Community Court by officer referral.~~

~~Section 12.02.1008 Unlawful Disposal of Litter on Public Property~~

~~No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.~~

Section 12.02.1010 Unauthorized Camping – Prohibitions on Public Property—Violation

A. Camping Prohibited on City-Owned Property

~~It is unlawful to camp or store personal property, including Camp Facilities and Camp Paraphernalia, or to have unauthorized encampments, on any City-owned property. Violation of this section is a misdemeanor. Except as provided in (B) and (C) of this section where camping is prohibited at all times, enforcement of the camping prohibition on any other City-owned property is subject to the available shelter requirement imposed by the legal precedent of Martin v. City of Boise, 920 F.3d 584, 617, N.8 (9th Cir. 2019), cert. den., 140 U.S. 674 (2019).~~

AB. Camping Prohibited At All Times In Designated Areas

At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including Camp Facilities and Camp Paraphernalia, or to have unauthorized encampments, at any time in the following locations:

- ~~1. Under any Downtown railroad viaduct and within 100 feet of one as set out in the attached map at (Attachment pdf);~~
- ~~2. Any City-owned Park or Park Facility;~~
- ~~3.1. Any portion of land within 3005 feet of the river water edge of the Spokane River or Latah Creek regardless of the season;~~
- ~~4. In any location within the Downtown Police Precinct Boundary, designated in the map set forth in Attachment A, (hyperlinked here); and~~
- ~~5. Within half a mile from any City-supported Congregate Shelter.~~

Violation of this section is a misdemeanor and shall be enforced at all times regardless of shelter availability.

C. Camping Prohibited Where it Creates a Substantial Danger or Unreasonable Risk of Harm

At all times, regardless of the availability of shelter, it is unlawful to Camp where such activity creates an unreasonable risk of harm or poses a substantial danger to the community, such as on the Right-of-Way where there is congested foot traffic adjacent to streets; or due to the potential for fires, damage to infrastructure or any other safety hazard; or where such activity poses a substantial health or safety risk to any person for any reason. In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1012(C_{HM4}). Violation of this section is a misdemeanor and shall be enforced at all times regardless of shelter availability.

~~A. No person may camp in or upon any public property including, but not limited to, conservation lands and natural areas abutting the Spokane River and its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.~~

~~B. A violation of this section is a misdemeanor.~~

~~C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.~~

~~D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.~~

Section 12.02.1012 Removal of Unauthorized Encampments and Individual Camps.

Upon a determination by a law enforcement or City Code Enforcement officer that an area constitutes an unauthorized encampment, or that an individual is engaged in unlawful camping or storage of personal property^[HMS], the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed according to the following procedures:

A. Unoccupied Encampments

1. Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

a. Contents of Notice

The written notice will provide the following notifications:

1. Campers must remove all their belongings from the site within 48 hours.
2. Campers should not leave behind any items they want to keep.
3. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
4. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their

belongings without fear of arrest solely on the basis that they are retrieving their belongings.

~~4.5.~~ The specific designated location where any items will or may be presently stored

~~5.6.~~ Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.

~~6.7.~~ If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice may be disregarded, and a new notice may then be posted.

~~7.8.~~ Basic contact information for campers seeking shelters or social services.

2. Cleanup of Unoccupied Encampments

After 48 hours, the City will clean up the site within a reasonable period of time.

- a. Any campers who are present at that time will be directed to remove their belongings from the site.
 1. Items that a camper leaves behind will be deemed abandoned.
 2. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 1. presence of one or more hypodermic needles (especially if uncapped);
 2. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 3. a tent or space that is soaked in liquid or mud;
 4. any other similar indication that further inspection or manipulation would be unsafe.

c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:

1. circumstances indicate that the item belongs to a person;
2. the item has apparent utility in its current condition and circumstances;
and
3. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:

1. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
2. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
3. practically un-storable, due to large size, weight, or other similar characteristic;
4. contraband or stolen;
5. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.

2) Any items taken into storage will be kept in storage for up to 60 days^[MM6]. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City's website.

3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour notice period, the notice may be disregarded, and a new notice may then be posted.
4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter space is available^[HM7], the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.
 - a. Items that a camper leaves behind will be deemed abandoned.
 - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Prioritized Removals Expedited

1. The City will prioritize and expedite the removal of an encampment, whether occupied or unoccupied, if any of the following conditions are observed or reasonably suspected in connection with an encampment:
 - a. physical threats or violence;
 - b. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);
 - c. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
 - d. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 - e. any other substantial threat to public health or safety;
 - f. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 - g. significant amounts of trash;
 - h. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk); or

- i. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
2. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal shall be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras. In addition to documentation, the police officer or other person responsible for documentation shall include a statement indicating whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

D. Other Expedited Removals

- A. The following types of encampments are subject to expedited removal whether the encampment is occupied or unoccupied:
 1. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 2. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 3. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 4. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 5. An encampment that appears to have been entirely abandoned (e.g., no persons present, no items of obvious value, overrun with litter).
- B. In an expedited removal, the City will follow the same clean-up procedures, including storage procedures, but without prior written notice.

~~Section 12.02.1012~~ Section 12.02.1014 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

~~Section 2.~~ ~~Section 10.10.026 is amended to read as follows:~~

~~Section 10.10.026 Sitting, Lying on Sidewalk in a Designated Zone the Downtown Police Precinct Boundary~~ [MM8]

~~A. Prohibition.~~

~~1. No person may sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk, or upon any sidewalk fixture not designed primarily for the purpose of sitting, including any bicycle rack, drinking fountain, trash container, planter, planting strip or grassy area, or in any entrance to or exit from any building, parking lot or loading dock, adjacent to the sidewalk during the hours between six a.m. and midnight in the zone designated in subsection D of this section. Downtown Police Precinct Boundary, as defined in SMC 12.02.1010(B)(4)(HM9)).~~

~~((2. At all times it is unlawful to sit or lie on any drinking fountain, trash container, planter, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.))~~

~~((3. At all times it is unlawful to sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.))~~

~~B. Exceptions.~~

~~The prohibition in subsection (A) of this section does not apply to any person:~~

~~1. sitting or lying down due to a medical emergency, or due to a sensory, mental, or physical disability;~~

~~((2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;))~~

~~3. operating or patronizing a business with permission to occupy the sidewalk;~~

~~4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;~~

~~5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or~~

~~6. sitting within a bus stop zone while waiting for public or private transportation;~~

~~((7. sitting on privately owned sidewalk fixture with the permission of the owner;))~~

- ~~((8. engaging in constitutionally protected expressive activities which would otherwise be restricted by the limitations in subsection (A) of this section.))~~
- ~~((9. who is homeless during a time frame when shelter space is unavailable.))~~
- ~~C. No person shall be subject to enforcement under this section unless the person engages in conduct prohibited by this section within the entirety of the zone designated in this section Downtown Police Precinct Boundary after having been notified by a law enforcement officer ^[MM10] that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within the designated zone the Downtown Police Precinct Boundary, a law enforcement officer may then enforce this section.~~
- ~~D. The zone Downtown Police Precinct Boundary where such conduct is prohibited is established in the map set forth in Attachment A (PDF 1.2MB).~~
- ~~E. This section does not permit any conduct which is prohibited by SMC 10.10.025 regarding interference with pedestrian or vehicular traffic.~~
- ~~F. It is the intent of the City Council that homeless individuals subject to enforcement under this section be directed to emergency shelters, community/drug/mental health court, or other interventional services.~~
- ~~G. A violation of SMC 10.10.026 is a misdemeanor.~~
- ~~H. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.~~

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C-_____

AN ORDINANCE relating to Recidivism Reduction, Community Safety, and Victim Justice; amending Sections 05A.18.020 Article VI of Title 05A.18 of the Spokane Municipal Code

Whereas, protecting the health, safety and lives of its residents is the primary purpose of city government; and

Whereas, Spokane's Community Court has been recognized by the Center for Court Innovation as a model for successful problem-solving courts; and that participants are able to access services that include case management, substance abuse treatment, mental health care and housing referrals; and

Whereas, Spokane's Community Court does not penalize homelessness, but rather serves as a mechanism for assisting unsheltered persons to access and engage in the services and programming that assist individuals in exiting homelessness and through diversion, allows participants the opportunity to change their trajectory without a criminal conviction; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That 05A.18.020 [Section 05A.18.020](#) Therapeutic Court Established

- A. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Community Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the community court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation, except for the following requirements:
 - a. No defendant shall be referred to community court more than once in an 8 month period nor more than 3 times in a 36 month period
- B. Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Veterans Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the Veterans Court Core Team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a DUI Court as a program within the Municipal Court is hereby

codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the DUI Court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Washington Traffic Safety Commission.

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

Public Safety & Community Health

Submitting Department	City Council
Contact Name & Phone	Breean Beggs x6254
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 30
Agenda Item Name	Forfeiture SMC Update & Broader Discussion
Summary (Background)	This ordinance makes updates to the section 08.19 of the Spokane Municipal Code to clarify and codify the process for approving forfeiture funds while ensuring that the fund maintain a healthy balance.
Proposed Council Action & Date:	TBD
Fiscal Impact: Total Cost: <u>N/A</u> 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? This ordinance explicitly requires equal spending from state forfeiture funds on CI payments and at-risk youth drug prevention programming. Expanding youth programming could enable drug prevention programming getting received by more at-risk individuals than in the past.	
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? This SMC update aligns with section 12 of the City of Spokane Charter and clarifies language in SMC 08.19 regarding the use of forfeiture funds.	

ORDINANCE NO. C-_____

An ordinance relating to the permitted use of forfeiture funds; amending sections 08.19030-040 of the Spokane Municipal Code.

WHEREAS, the long and well-established laws of the State of Washington provide for law enforcement agencies to seize and subsequently, through legal process, cause the forfeiture of assets used in, or gained from, illegal activity to be disposed of; and

WHEREAS, in 2014, the Spokane Police Department implemented comprehensive policies and ethical standards in regards to seizing property; and

WHEREAS, the Spokane Police Department undergoes annual audits by the Washington State Auditor's Office regarding the receipt and use of proceeds of those seizures; and

WHEREAS, police youth programs are proven methods of expanding and improving law enforcement activity to reduce the crimes targeted by the above forfeiture statutes, particularly youth drug diversion, prevention, and mitigation strategies; and

WHEREAS, the Spokane City Council intends to ensure that the proceeds legally obtained by the Police Department are used for the "expansion and improvement" of law enforcement within the City of Spokane that is proven to reduce crime and recidivism; and

WHEREAS, the City Council has final authority over the City of Spokane's budget, including approval of the spending of forfeiture dollars, and the Chief of Police and City Council must work together to determine the best use of these funds; and

WHEREAS, the regulations regarding the use of state forfeiture funds differ from those regarding the use of federal forfeiture funds; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That sections 08.19.030-040 of the Spokane Municipal Code are amended to read as follows:

Section 08.19.030 Permitted Use of Funds

- A. No asset forfeiture funds may be expended beyond the purposes allowed under applicable state and federal law and may not supplant existing funding. Limitations on the spending of federally derived forfeiture assets shall not apply to the spending of state derived forfeiture assets.

- B. Asset forfeiture funds under the control of the Police Department may only be spent by appropriation and approval of the Spokane City Council under its applicable policies for approving budgets and expenditures.
- C. The City Council will not approve any special budget ordinance spending ((of any)) asset forfeiture funds for any purpose absent a request by the Chief of Police for spending for that purpose. ~~((The Chief of Police may request expenditure of asset forfeiture funds as part of the preparation and submission of the annual budget to City Council or by requesting approval of a special budget ordinance.))~~
- D. The Chief of Police may request expenditure of asset forfeiture funds as part of the preparation and submission of the annual budget to City Council or by requesting approval of a special budget ordinance.
- E. The City Council may include expenditure of forfeiture funds in the annual budget for any purpose that the Chief of Police has previously requested funding regardless of whether the Chief is currently requesting funding for that purpose.
- F. The City's top priorities for spending state authorized forfeiture funds are as follows. The City will annually fund these two priorities equally from state funds and will not expend additional state forfeiture funds if it would reduce the reserve of state forfeiture funds below \$250,000.
 - a. Payments to confidential informants and for controlled drug purchases; and,
 - b. At-risk youth drug prevention programming and services based on peer support and leadership by individuals who have successfully exited criminal justice involvement.

Section 08.19.040 Reporting on Use of Funds

The Police Department shall provide to the Spokane City Council Public Safety Committee quarterly and yearly reporting of the receipt of proceeds from all civil forfeiture funds, the specific source of all forfeiture funds and all expenditures of forfeiture funds including the amount paid from the proceeds to the Washington State Treasurer. The reports shall also provide information related to and certification that all seized funds were spent consistent with any limitations imposed by federal or state law. No forfeiture funds are permitted to be spent in any annual quarter until a written report of the same quarter from the previous year has been submitted to City Council at a standing Public Safety and Community Health Committee meeting.

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	City Council
Contact Name & Phone	Councilman Bingle (509) 625-6275
Contact Email	jbingle@spokanecity.org
Council Sponsor(s)	Councilman Bingle and Councilman Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 mins
Agenda Item Name	Forfeiture Funds
Summary (Background)	An ordinance amending the Spokane Municipal Code on forfeiture funds.
Proposed Council Action & Date:	Discussion at Public Safety Committee Meeting August 29 th 2022 Filed on OnBase by August 31 st 2022 Approval for Agenda item on First Reading for City Council Meeting on September 12 th 2022 Approval for Agenda item and VOTE on Final Reading for City Council Meeting on September 19 th 2022
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 type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	

Expense Occurrence ☐ One-time ☐ 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?

It is in compliance with/does not violate any of the above.

Committee Agenda Sheet

Public Safety 8/29/22

Submitting Department	Finance
Contact Name & Phone	Johnnie Perkins 625-6502
Contact Email	jperkins@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment to add funds COPS contract OPR 2020-0306
Summary (Background)	<p>In March 2020 the SPD and Spokane COPS entered into an agreement wherein COPS will act as liaison with the SPD and community groups and the public.</p> <p>We would like to amend the agreement to include additional funding of \$135,000.00 from the public safety levy to fund two (2) victims advocates for victims of property crime.</p>
Proposed Council Action & Date:	Approve funding 9/19/22
Fiscal Impact: Total Cost: <u>\$135,000.00</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: Public Safety Levy 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

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("SPD"), a Washington municipal corporation, and **SPOKANE COMMUNITY ORIENTED POLICING SERVICES (C.O.P.S.)**, whose address is 6107 North Astor Street, Spokane, Washington 99208, individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein C.O.P.S. agreed to operate C.O.P.S. stations, act as a liaison with SPD and community groups and the public; and

WHEREAS, Section 1. A. 6 of the Contract provides that C.O.P.S. shall provide other services as the SPD Chief and the C.O.P.S. Board mutually agree upon from time to time; and

WHEREAS, the SPD Chief and the C.O.P.S Board have mutually agreed to have C.O.P.S. provide victim advocacy services; and

WHEREAS, a change or revision of the Work and additional funds have been requested, 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 March 30, 2020, 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 Amendment shall become effective on August 1, 2022, and shall run through December 31, 2022.

3. ADDITIONAL WORK.

Additional funding for the Fiscal Year 2022 in the amount of \$135,000 to fund two C.O.P.S. victim advocates for victims of property crime. C.O.P.S. works in conjunction with, and not against, any Spokane Police Department programs/positions. Their advocates deal with issues outside of what the SPD Advocates address and that will remain status quo with the C.O.P.S. victim advocate referring anyone who would be better served by SPD Advocates to those SPD Advocates. Likewise, SPD Advocates would refer to any victims who would be a better fit for C.O.P.S.. This arrangement keeps everyone in their respective areas of expertise, which provides better service for victims, while still encouraging collaborative work for the betterment of this community. Thus,

areas of human trafficking, DV, major crimes, SVU, and anything the SPD advocates specialize in, will be referred directly to the Spokane Police Department.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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.

**SPOKANE COMMUNITY ORIENTED
POLICING SERVICES (C.O.P.S.)**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

SPOKANE POLICE DEPARTMENT

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	4100 Water & Hydroelectric Services
Contact Name & Phone	Tonya Reiss, 509.625.7851
Contact Email	treiss@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	Curb & Valve Boxes Value Blanket
Summary (Background)	<p>The Water & Hydroelectric Services department requires these products for maintenance of and new installations to the City's existing water service system. All items are purchased on an as-needed basis, with no minimum obligation.</p> <p>This procurement saves taxpayer dollars by leveraging volume discounts.</p> <p>Renewal of existing value blanket with HD Fowler Company previously awarded by Council approval (OPR 2021-0163) in accordance with low quote to RFQ #5377-21. HD Fowler has proposed renewal at the pricing in the chart below; staff recommend acceptance of this pricing given impacts to inflation and market rates.</p> <p>This renewal will be valid for a final four (4) year term with no renewal options remaining. Annual spend is estimated at \$225,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</p>
Proposed Council Action & Date:	Consent Approval, 9/12/2022
Fiscal Impact: Total Cost: <u>Estimated \$225,000.00 annually; actual expenditure dependent on as-needed usage</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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: None	
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?

Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.

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 procurement complies with City Purchasing policies and supports responsible expenditure of taxpayer dollars.

City Part Number	Description	2022 Unit Price	Proposed 2023 Price	Proposed Increase
B3310	Repair Lid, Curb Box - Inside, Sidewalk - Trumbull T-373	\$ 10.35	\$ 18.90	83%
B3311	Repair Lid, Curb Box - Outside, Regular - Trumbull T-374	\$ 10.35	\$ 18.90	83%
B3313	Curb Box Top Section w/Lid - Olympic	\$ 24.20	\$ 48.58	101%
NON-INV	Curb Box Bottom Section 39" - Olympic	\$ 11.30	\$ 47.86	324%
B3314-09	Curb Box Extension 9" - Olympic	\$ 9.50	\$ 17.90	88%
B3315-16	Curb Box Extension 16" - Olympic	\$ 12.00	\$ 33.80	182%
B3316-28	Curb Box Extension 28" - Olympic	\$ 19.00	\$ 41.64	119%
B3319	Curb Box Complete, 95E - Olympic	\$ 35.49	\$ 93.40	163%
B3322	Valve Box Top Section w/Lid, 930 10" - Olympic	\$ 31.25	\$ 69.10	121%
B3323	Valve Box Top Section w/Lid, 930 15" - Olympic	\$ 37.10	\$ 87.80	137%
B3327-36	Valve Box Bottom, 930 36" - Olympic	\$ 38.40	\$ 79.64	107%

Committee Agenda Sheet

Public Safety Committee

Submitting Department	Community Housing and Human Services
Contact Name & Phone	Heather Page, 509-625-6578
Contact Email	hpage@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FY 2021 Continuum of Care (CoC) UFA Grant Agreements, WA9006U0T022100 and WA9999U0T022102
Summary (Background)	<p>Each year the Spokane/Spokane County Regional Continuum of Care competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for people experiencing homelessness.</p> <p>Continuums of Care are required to review and rank renewal and new projects submitted for funding through the local competition process. Spokane's local competition was announced on July 13, 2021, for renewal projects and on September 13, 2021 for new projects. Fifteen renewal applications, one consolidation application, and three new project applications were received.</p> <p>In FY 2021, each new and renewal project went through a three-part review process.</p> <ol style="list-style-type: none"> 1. Project applications were first assessed for compliance with Housing First criteria, a HUD CoC requirement. 2. The CoC RFP and Funding Committee then reviewed the project-level performance data for each project and decided on the overall score and ranking of the projects. The CoC RFP and Funding Committee took into consideration the following factors: Housing First ranking, and project-level performance scores. The CoC RFP and Funding Committee then submitted the rankings of the projects, and their funding recommendations to the CoC Board for the final review and approval. 3. The CoC Board reviewed the rankings and recommendations and on 10/27/2021 voted to accept the RFP and Funding Committee's recommendations as presented, for submission to HUD. <p>The CoC's application for funding was successful. HUD awarded the Spokane/Spokane County CoC an award for \$3,923,057 to fund the one consolidation project and the 14 renewal projects (HUD award #WA9999U0T022102); and \$410,802 to fund two new PSH projects, (HUD award #WA9006U0T022100.)</p> <p>The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant, was awarded in the amount of \$110,494. The City of Spokane was approved to continue its Unified Funding Status</p>

	<p>(UFA) in FY 2021, a designation which allows for greater budgetary flexibility to shift funds between projects as needed to ensure all funds are fully expended. The UFA designation provides an additional \$110,494 to cover the administrative cost associated with this higher fiduciary and monitoring responsibilities. These two award totals are provided by HUD based on CoC funding award allocations from the previous year. These projects are not required to be ranked and cannot apply for more than HUD has designated. The CoC Planning grant and the UFA Costs award are not guaranteed for renewal in future years.</p> <p>Total CoC HUD funding increased from \$4,148,698 in FY 2020 to \$4,333,859 in FY 2021.</p> <p>However, in FY 2021 HUD did not award Tier 2 awards. Instead, HUD reallocated funds from the CoC's lowest ranked projects to higher performing projects as is HUD's prerogative. This impacted three renewal projects in the Spokane/Spokane County Regional CoC. HUD eliminated funding to Women's Hearth and SNAP's RRH Small Cities project, and decreased funding to SNAP's coordinated entry project.</p> <p>The City of Spokane CHHS Department is contracted with the CoC, through 12/31/2022, to serve as the Collaborative Applicant in submitting funding applications to HUD, administering subrecipient contracts, and providing other support efforts on behalf of the CoC. As the Collaborative Applicant, CHHS is requesting approval to accept the HUD CoC awards, and approval to enter into subrecipient agreements with the award grantees.</p> <p>Both HUD award letters, the CoC's priority ranking of projects, and a list of the funded projects are attached to this briefing paper.</p>
Proposed Council Action & Date:	CHHS seeks approval to accept the fiscal year 2021 CoC Program awards from U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.
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 type="checkbox"/> One-time <input checked="" 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.) All CoC HUD-funded projects are required to provide a match contribution equivalent to 25% of the total project's budget. All awarded projects have submitted match letters committing to the match requirement.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

The CoC continually looks for strategies to increase services to historically excluded communities. Historically excluded or underrepresented communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. The organizations receiving these HUD awards continually review their policies and procedures for ways to decrease the equity disparity in homeless 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?

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC and the City's analysis and reporting requirements regarding 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?

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC's performance metrics. This information is used to score subrecipients for ranking during the renewal process each year. Lower scored projects may not receive funding in future years. This was evidenced in the FY 2021 award when HUD eliminated funding for Spokane's three lowest performing projects.

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 City actively participated in the development of the 5-year strategic plan to end homelessness. The services funded through the CoC HUD award align with the 5-year strategic plan to end homelessness.

Grant Number: WA9006U0T022100
Tax ID Number: 91-6001280
Unique Entity Identifier: PDNCLY8MYJN3

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Spokane (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time; and
3. the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

- ☒ The Recipient is a Unified Funding Agency (UFA).
- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☐ The Recipient is not the only recipient designated by the applicable Continuum of Care.

If the Recipient is a UFA or sole recipient these provisions apply:

HUD's total funding obligation for this grant is \$ \$ 410,802 allocated as follows:

<u>Performance Period</u>	<u>Budget Period</u>
8/1/2022- 7/31/2023	8/1/2022- 7/31/2023
a. Leasing	\$95,666
b. Rental assistance	\$52,812
c. Supportive services	\$210,720
d. Operating costs	\$29,586
e. Homeless Management Information System	\$0
f. Administrative costs	\$ 22,018

The Grant Funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the budget period stated above.

UFA New projects:

<u>Project No.</u>	<u>Amount</u>
WA0511U0T022100	\$206,648
WA0512U0T022100	\$204,154

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(2) or (3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of

the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: _____
(Signature)
Carma E. Reed, Acting CPD Director, Seattle Field Office
(Typed Name and Title)
July 27, 2022
(Date)

RECIPIENT

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

FY 2021 CoC UFA HUD Awards

UFA Renewal Projects				
Project Intervention	Population	Organization	Project Number	Award Amount
TH	Families	Catholic Charities	WA0109U0T022114	\$67,755.00
PSH	Chronic	Volunteers of America	WA0111U0T022114	\$316,746.00
TH	Pregnant & Parenting Youth	Volunteers of America	WA0126U0T022114	\$76,201.00
PSH	Chronic	Volunteers of America	WA0130U0T022114	\$756,463.00
RRH	Families	Catholic Charities	WA0288U0T022108	\$479,759.00
System HMIS Project		City of Spokane	WA0329U0T022106	\$197,468.00
System Coordinated Entry	Singles	SNAP	WA0330U0T022106	\$77,345.00
RRH	Singles	SNAP	WA0331U0T022106	\$187,576.00
RRH	Families - DV	YWCA	WA0353U0T022106	\$330,899.00
System Coordinated Entry	Families	Catholic Charities	WA0373U0T022105	\$249,018.00
PSH	Chronic	Catholic Charities	WA0374U0T022105	\$219,869.00
PSH	Chronic	Catholic Charities	WA0418U0T022103	\$226,746.00
RRH	Families & Singles - DV	YWCA	WA0420U0T022103	\$333,068.00
PSH	Chronic	Volunteers of America	WA0457U0T022101	\$183,156.00
UFA Cost Project		City of Spokane	WA9999U0T022102	\$110,494.00
CoC Planning Project		City of Spokane	WA0509U0T022100	\$110,494.00

UFA New Projects				
Project Name	Population	Organization	Project Number	Award Amount
PSH	Chronic	Catholic Charities	WA0511U0T022100	\$206,648.00
PSH	Chronic	Volunteers of America	WA0512U0T022100	\$204,154.00

Grant Number: WA9999U0T022102
Tax ID No.: 91-6001280
Unique Entity Identifier: PDNCLY8MYJN3

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
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1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time; and
3. the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

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- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☐ The Recipient is not the only recipient designated by the applicable Continuum of Care.

If the Recipient is a UFA or sole recipient these provisions apply:

HUD's total funding obligation for this grant is \$ \$3,923,057 allocated as follows:

<u>Performance Period</u>	<u>Budget Period</u>
8/1/2022- 7/31/2023	8/1/2022-7/31/2023
a. Continuum of Care Planning Activities	\$110,494
b. UFA Costs	\$110,494
c. Leasing	\$448,396
d. Rental assistance	\$1,017,252
e. Supportive services	\$1,457,193
f. Operating costs	\$268,559
g. Homeless Management Information System	\$179,516
h. Administrative costs	\$331,153

The Grant Funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the budget period stated above.

UFA Renewal projects:

<u>Project No.</u>	<u>Amount</u>
WA0109U0T022114	\$ 67,755
WA0111U0T022114	\$ 316,746
WA0126U0T022114	\$ 76,201
WA0130U0T022114	\$ 756,463
WA0288U0T022108	\$ 479,759
WA0329U0T022106	\$ 197,468
WA0330U0T022106	\$ 77,345
WA0331U0T022106	\$ 187,576

WA0353U0T022106	\$ 330,899
WA0373U0T022105	\$ 249,018
WA0374U0T022105	\$ 219,869
WA0418U0T022103	\$ 226,746
WA0420U0T022103	\$ 333,068
WA0457U0T022101	\$ 183,156

UFA Cost Project:

<u>Project No.</u>	<u>Amount</u>
WA9999U0T022102	\$110,494

CoC Planning Project:

<u>Project No.</u>	<u>Amount</u>
WA0509U0T022100	\$110,494

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(2) or (3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient

hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: _____
(Signature)
Carma E. Reed, Acting CPD Director, Seattle Field Office
(Typed Name and Title)
July 27, 2022
(Date)

RECIPIENT

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

FY2021 CoC Board-Approved Ranking List

	Project	Population	Intervention	Committee Average	Staff	Total	ARD
Tier 1	WA0329	System (HMIS)					\$ 197,468
	NEW	PSH (CCEW)	PSH			97.58	\$ 203,218
	NEW	PSH (VOA)	PSH			95.80	\$ 203,000
	WA0457	Chronic	PSH		96.09	96.09	\$ 182,201
	WA0130	Chronic	PSH	52.00	43.26	95.26	\$ 224,098
	WA0373	System	CE	51.50	43.50	95.00	\$ 249,018
	WA0218	Chronic	PSH	51.67	43.26	94.93	\$ 142,532
	WA0288	Families	RRH	52.00	42.50	94.50	\$ 473,195
	WA0353	Families	RRH	52.00	42.50	94.50	\$ 326,351
	WA0420	Families & Singles	RRH	51.00	43.31	94.31	\$ 328,844
	WA0129	Chronic	PSH	51.00	43.26	94.26	\$ 315,411
	WA0111	Chronic	PSH	50.33	43.26	93.59	\$ 308,574
	WA0418	Chronic	PSH	50.50	42.26	92.76	\$ 226,746
	WA0128	Chronic	PSH	49.33	43.26	92.59	\$ 57,443
	WA0374C	Chronic	PSH	49.67	42.19	91.86	\$ 219,869
	WA0126	Pregnant & Parenting Youth	TH	49.00	42.16	91.16	\$ 76,201
	WA0109	Families	TH	48.33	41.60	89.93	\$ 67,755
	WA0331	Singles	RRH	48.67	34.63	83.30	\$ 185,092
	WA0330	System	CE	51.50	30.38	81.88	\$ 148,337
	WA0125	Women	SSO - SO	35.00	45.00	80.00	\$ 22,108
	WA0119	Singles	RRH	44.33	34.63	78.96	\$ 110,118
Total							\$ 4,267,579

Annual Renewal Demand (ARD) \$ 4,064,301
Total ARD plus CoC bonus \$ 4,267,579

Project Consolidations		
WA0128, WA0129, WA0130, WA0218	WA0130C	\$ 739,485

Approved by CoC Board

- Fully fund both new projects
- Allocate 105% to projects that have financially performed well to have COLAs
- Allocate 100% to new projects including new to UFA in Aug 2022 VOA Hope House 2.0
- Reallocate 5% from underspent RRH to fully fund new projects and renewal COLAs
- Reallocate 26% from lowest scoring program RHH WA0119 to get to HUD ARD + CoC Bonus total

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO to add 2 new FTE's to the Spokane Police Department
Summary (Background)	<p>SPD is requesting the addition of 2 new FTE's to better assist the department and the community.</p> <ol style="list-style-type: none"> 1. Clerk II for the Downtown Precinct <ol style="list-style-type: none"> a. This position would be assigned to work the front desk, freeing up an NRO to field work Monday-Friday b. Act as receptionist for the Downtown Precinct. c. Waits on the counter, and answers telephones, giving and receiving information. Refers complaints pertaining to departmental policies and regulations to the appropriate person. d. Copies data, compiles records and reports, and tabulates and posts data in record books. e. Estimated annual salary/benefits of \$55,374 2. Business Systems Analyst II <ol style="list-style-type: none"> a. The TARU group has an immense workload including managing upwards of 30 projects in addition to day-to-day operations. b. Upcoming projects include replacing New World, CAD replacement, accreditation of the digital forensic lab, etc. c. Addition of a Business System Analyst II would make sure that major projects are aligned with business needs d. Currently utilizing out of grade pay to staff this position 2 days per week e. Estimated annual salary/benefits of \$81,432
Proposed Council Action & Date:	Approval of SBO - September 19 th , 2022
Fiscal Impact: Total Cost: <u>Less than \$78,024 in 2022</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: General Fund Reserves or Public Safety Personnel Levy 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?

N/A

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

Work product statistics will be kept on position #1, and position #2 actually works to resolves severe problems already identified.

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?

Position #1 will enable more efficient use of police officers and be more readily available to the public, enhancing our citizens living experience. Position #2 will enable SPD officers and detectives work more efficiently and effectivcely, thus allowing for offering better service to our citizens.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer x7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Sole Source Contract Leasing of Defibrillators and Durable Medical Equipment from Stryker Corporation
Summary (Background)	<p>Under state and FDA regulations, the Spokane Fire Department is required to have and maintain cardiac monitor/defibrillators to identify and treat life-threatening cardiac and other medical conditions. In the past, SFD has made several capital defibrillator purchases for new equipment and paid the subsequent required annual maintenance until the equipment becomes obsolete.</p> <p>Stryker Corporation, who is a sole source vendor of this defibrillator equipment, has agreed to provide SFD with their ALS360 program. This program would instead lease the department all necessary equipment and provide the necessary maintenance over a 10-year period. The program cost is \$449,770.08 per year. This leasing program saves the department \$68,583 per year when comparing the cost of purchasing the equipment outright and includes video laryngoscopes with the necessary ancillary equipment needed to support the Advanced Life Support (ALS) program.</p>
Proposed Council Action & Date:	Approval of lease agreement w/ Stryker Corp - September 26th.
Fiscal Impact: Total Cost: <u>\$449,770.08 annually.</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: EMS Levy Funds beginning in 2023. 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? Replacing and updated all the durable medical equipment at the same time, with the same technology ensures consistent and equitable treatment from SFD Paramedics, regardless of neighborhood or socio-economic status. Currently, equitable technology is not available due to the ad-hoc replacement of equipment based on failure.	

<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?</p> <p>Demographic Data is currently collected from the patient's bedside per the National Medical Services Information System (NEMIS) standard which includes some of the data points. The information is aggregated and analyzed with consideration to other measures (e.g., US Census Data, Housing, Income, etc.) that are in the Fire Department's Intterra system for Community Risk analysis.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Every critical incident where a laryngoscope or defibrillator is utilized on a patient is thoroughly reviewed by the Fire Department Physician and Quality Improvement group.</p>
<p>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?</p> <p>Ensuring a safe community includes a fast and competent response from qualified and competent medical providers. The proposal ensures they will be equipped, always, with the highest level of technology and proven devices capable of treating patients experiencing life-threatening emergencies in Spokane.</p>

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Stryker (Redmond, WA) a sole-source provider and authorizing the City to enter into a ten (10) year contract to provide Stryker ALS360 SFD Capital Medical Devices Program for the City of Spokane Fire Department for \$449,770.08 plus sales tax, annually without public bidding.

WHEREAS, the durable, FDA certified medical devices must be interoperable with the existing healthcare transport agencies and other auto/mutual aid companies; and

WHEREAS, the Physio-Stryker product is far superior in treatment quality, equipment durability and interoperability; and

WHEREAS, Stryker is the sole source provider in the Hospital (hospitals and hospital owned facilities) Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the US and Canada for a variety of medical devices and services. ALS360 Asset Management Program is an all-inclusive program that offers fixed payments, technology refresh and convenient management for a variety of medical devices.

WHEREAS, the ALS360 is an encompassing system that will provide the safest and most clinically appropriate capability for the next ten (10) years; and

WHEREAS, The system provides FDA required on-site factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs; and

WHEREAS, The ALS360 System locks in our City's costs in today's dollars and provides the SFD with the newest and most clinically capable equipment as medicine, technology and protocols change; and

WHEREAS, If the SFD were to purchase the equipment at today's prices, the cost is estimated over the period of ten (10) years to be well above 6-million dollars based on needed replacements, updates, service and administrative costs. Additionally, the equipment in the system would be fractured and not standardized which is a risk for patient care;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the contract with Stryker a sole-source and

BE IT FURTHER RESOLVED that the City Council authorizes a ten (10) year contract in the amount of \$449,770.08 plus tax annually to provide the ALS360 SFD Capital Medical Devices Program, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



CITY OF SPOKANE
FIRE DEPARTMENT

LEASE AGREEMENT

Title: MEDICAL DEVICE ALS360 PROGRAM

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STRYKER SALES, LLC**, , whose address is 1901 Romence Road Parkway, Portage, MI 49002, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall lease to the City the Equipment described in Equipment Schedule No. 001 (the "Equipment Schedule") to the Master Agreement No. 2110165826 (the "Master Agreement"), which is attached as Attachment B. This Company has been deemed a Sole Source Provider. In the event of a conflict between the Company and this Agreement, the terms of this Agreement will control.

2. TERM OF AGREEMENT.

The term of this Agreement is set forth in paragraph 1 of the Equipment Schedule, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

The City shall pay an amount not to exceed **FOUR HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED SEVENTY AND 08/100 DOLLARS (\$449,770.08)**, and applicable sales tax, annually for Periodic Rent payments, as set forth in the Equipment Schedule.

The Company shall submit its applications for payment to City of Spokane Fire Department, 44 West Riverside Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company 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.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to supply the Equipment included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. Except with respect to Taxes as set forth in Section 9 of the Master Agreement, the cost of any permits, licenses, fees, etc. arising as a result of the Equipment supplied pursuant to this Agreement shall be for the account of the Company.

5. CITY OF SPOKANE BUSINESS LICENSE.

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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company 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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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 Agreement 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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement. Should the Company assign its rights under this Agreement, the Equipment Schedule and the Master Agreement to an Assignee, as defined in Section 6 of the Master Agreement, the Company's indemnification obligations set forth in this Agreement shall remain with the Company and shall not be assumed by the Assignee.

8. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **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. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **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 and 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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. Should the Company assign its rights under this Agreement, the Equipment Schedule and the Master Agreement to an Assignee, as defined in Section 6 of the Master Agreement, the Company's insurance obligations set forth in this Agreement shall remain with the Company and shall not be assumed by the Assignee.

9. DEBARMENT AND SUSPENSION.

The Company 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.

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company shall be able to assign or subcontract its obligations under this Agreement in accordance with the provisions of the Master Agreement. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract,

except as otherwise set forth herein. Any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. [INTENTIONALLY OMITTED]

13. [INTENTIONALLY OMITTED]

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City and the Company in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the

Company shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford each party the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with 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 signatures below.

STRYKER SALES, 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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

Exhibit B – Company’s Master Agreement No. 2110165826 and Equipment Schedule No. 001

22-137

EXHIBIT 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.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

Date: July 25, 2022

RE: Reference no:2110165826

City of Spokane
44 W RIVERSIDE AVE
SPOKANE, Washington 99201-0114

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

**Master Agreement
Rental Schedule to Master Agreement
Exhibit B - Detail of Equipment State
and Local Government Rider Opinion
of Counsel
Addendum**

****Conditions of Approval: Federal ID , State and Local Government Rider , Opinion of Counsel**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Upfront Payment Check No:	_____		
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Stephen Doorlag and can be reached at 269-251-2028 or by email stephen.doorlag@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of July, 2022

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Spokane 44 W RIVERSIDE AVE SPOKANE, Washington 99201-0114
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1. Master agreement. The undersigned Customer ("**Customer**") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "**Owner**") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "**Equipment**") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "**Equipment Schedule**") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "**Supplier**"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "**Schedule**") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "**Payments**". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.

4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "**Assignee**") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "**Original Owner**"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. **AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("**UCC**"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("**Taxes**"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "**Tax Loss**"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "**Default Interest Rate**"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110165826

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Spokane 44 W RIVERSIDE AVE SPOKANE Washington 99201-0114	
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002		
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")		
Equipment Location: 44 W RIVERSIDE AVE, SPOKANE, Washington 99201-0114		
Schedule of periodic rent payments: 10 Annual payments of \$449,770.08(First payment due 30 days after Agreement is commenced), (Includes Applicable Sales Tax)		
Term in months: 109	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
TERMS AND CONDITIONS		
<p>1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.</p>		
<p>2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.</p>		
<p>3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.</p>		

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Exhibit B to Rental Schedule001 to Master Agreement No.2110165826

Description of equipment

Customer name: City of Spokane

Delivery Location: 44 W RIVERSIDE AVE, SPOKANE, Washington , 99201-0114

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15,ENSPO2CO3L/12LEXNIBP	27
41577-000288	LP15 ACCRY SHIPKIT,AHAS	27
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE A	27
11160-000013	NIBP CUFF-REUSEABLE,CHILDBAY	27
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	27
11171-000050	RAINBOW DCIP PED REUSABLE SENS	27
11577-000002	KIT - CARRY BAG,MAIN BAG	27
11220-000028	TOP POUCH	27
11260-000039	KIT - CARRY BAG,REAR POUCH3	27
11140-000052	ADAPTER- REDI-CHARGE BATTERY C	27
11140-000015	POWER CORD-MLD,DOMSTR RCPT	27
11141-000115	BASE- REDI-CHARGE BATTERY CHAR	27
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	81
99425-000025	LP1000,ENSTDECG DISPM	48
11996-000393	LARYNGOSCOPE,VIDEOMCGRATH MAC	25
11996-000476	ASSEMBLY,GATEWAY4GMULTITE	27
11600-000030	CODE-STAT 11 DATA REVIEW SEAT LICENSE	2

Total equipment: \$3,272,273.68

Service coverage:

Model number	Service coverage description	Quantity	Years
78000172	CODE-STAT Maint Subscrip 3 yrs	2	10.00
78000171	Lifenet Asset (Per Device)	27	10.00
78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - SpCO,NIBP12-Lead ECGEtCO2BT.	27	10.00
78000025	Prevent - LP1000	48	10.00

Total service coverage: \$825,446.32

Freight: \$28,611.00

Total upfront sales tax: \$371,369.79

Total Amount: \$4,497,700.79

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2110165826** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and City of Spokane ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

July 25, 2022

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2110165826 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and City of Spokane (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Washington and is authorized by the Constitution and laws of the State of Washington to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO MASTER AGREEMENT NO. 2110165826 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF SPOKANE

This Addendum is hereby made a part of the agreement (the "Agreement") described above.. In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The following provision is hereby added to the end of Section 7 of the Agreement:

"Notwithstanding anything to the contrary herein, Customer shall be entitled to self-insure with respect to its insurance obligations hereunder so long as such self insurance is maintained in a manner and fashion typical of institutions of Customer's size and nature, including suitable re-insurance structures and so long as (i) no event of default has occurred and remains outstanding and (ii) Customer promptly delivers certifications or other reasonable proof of self insured amounts and reinsurance upon Owner's request, including without limitation, financial statements related thereto."

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Date: July 11, 2022

RE: Reference no:2110165826

City of Spokane
44 W RIVERSIDE AVE
SPOKANE, Washington 99201-0114

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Master Agreement
Rental Schedule to Master Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Opinion of Counsel
Addendum

****Conditions of Approval: Insurance Authorization and Verification, Federal ID , State and Local Government Rider , Opinion of Counsel**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Upfront Payment Check No:	_____		
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Stephen Doorlag and can be reached at 269-251-2028 or by email stephen.doorlag@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of July, 2022

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Spokane 44 W RIVERSIDE AVE SPOKANE, Washington 99201-0114
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

1. Master agreement. The undersigned Customer ("**Customer**") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "**Owner**") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "**Equipment**") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "**Equipment Schedule**") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "**Supplier**"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "**Schedule**") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "**Payments**". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate.

4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. **CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT** without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "**Assignee**") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "**Original Owner**"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. **AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT, CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.**

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("**UCC**"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("**Taxes**"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes; provided, however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "**Tax Loss**"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "**Default Interest Rate**"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. **EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer.** Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and each Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement and each Schedule can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110165826

(Equipment Rental Schedule)

Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romence Road Parkway Portage, MI 49002	Customer: City of Spokane 44 W RIVERSIDE AVE SPOKANE Washington 99201-0114	
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002		
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")		
Equipment Location: 44 W RIVERSIDE AVE, SPOKANE, Washington 99201-0114		
Schedule of periodic rent payments: 10 Annual payments of \$449,770.08(First payment due 30 days after Agreement is commenced), (Includes Applicable Sales Tax)		
Term in months: 109	Minimum monthly uses: <u>n/a</u>	Fee per use: <u>n/a</u>
TERMS AND CONDITIONS		
<p>1. Rental agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to rent from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for rent under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.</p>		
<p>2. Return of equipment. Customers will give Owner at least 90 days but not more than 180 days written notice (the "Return Notice") (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to return the Equipment, whereupon Customers shall: return all of the Equipment in good working condition at Customer's cost how, when and where Owner directs. If Customer fails to give Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above. All Equipment upon return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.</p>		
<p>3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components.</p>		

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Exhibit A to Rental Schedule001 to Master Agreement No.2110165826

Description of equipment

Customer name: City of Spokane

Delivery Location: 44 W RIVERSIDE AVE, SPOKANE, Washington , 99201-0114

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15,ENSPO2CO3L/12LEXNIBP	27
41577-000288	LP15 ACCRY SHIPKIT,AHAS	27
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE A	27
11160-000013	NIBP CUFF-REUSEABLE,CHILDBAY	27
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	27
11171-000050	RAINBOW DCIP PED REUSABLE SENS	27
11577-000002	KIT - CARRY BAG,MAIN BAG	27
11220-000028	TOP POUCH	27
11260-000039	KIT - CARRY BAG,REAR POUCH3	27
11140-000052	ADAPTER- REDI-CHARGE BATTERY C	27
11140-000015	POWER CORD-MLD,DOMSTR RCPT	27
11141-000115	BASE- REDI-CHARGE BATTERY CHAR	27
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	81
99425-000025	LP1000,ENSTDECG DISPM	48
11996-000393	LARYNGOSCOPE,VIDEOMCGRATH MAC	25
11996-000476	ASSEMBLY,GATEWAY4GMULTITE	27
11600-000030	CODE-STAT 11 DATA REVIEW SEAT LICENSE	2

Total equipment: \$3,272,273.68

Service coverage:

Model number	Service coverage description	Quantity	Years
78000172	CODE-STAT Maint Subscrip 3 yrs	2	10.00
78000171	Lifenet Asset (Per Device)	27	10.00
78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - SpCO,NIBP12-Lead ECGEtCO2BT.	27	10.00
78000025	Prevent - LP1000	48	10.00

Total service coverage: \$825,446.32

Freight: \$28,611.00

Total upfront sales tax: \$371,369.79

Total Amount: \$4,497,700.79

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: July 11, 2022

Schedule 001 To Master Agreement Number 2110165826

To: City of Spokane ("Customer")
44 W RIVERSIDE AVE
SPOKANE, Washington 99201-0114

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$3,272,273.68 with deductibles no more than \$10,000.00.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Stephen Doorlag at 269-251-2028.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$3,272,273.68

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 2110165826

See Exhibit A to Schedule 001 To Master Agreement Number 2110165826

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2110165826** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and City of Spokane ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

July 11, 2022

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2110165826 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and City of Spokane (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Washington and is authorized by the Constitution and laws of the State of Washington to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

ADDENDUM TO RENTAL SCHEDULE 001 TO MASTER AGREEMENT NO. 2110165826 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF SPOKANE

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

1. Section 2 of the Schedule is hereby replaced in its entirety with the following:

"Notwithstanding anything to the contrary contained in this Agreement, at the end of the initial Term, provided that you are not in default under this Agreement, this Agreement has not been previously terminated, and you have paid, when due, all amounts owed by you hereunder, title to the Equipment shall, without any further action on our part, pass to you on an 'AS-IS-WHERE-IS" basis without representation or warranty of any kind from us, and this Agreement shall terminate."

A new Section 4 is hereby added to the end of the Schedule which shall read as follows:

4. Upgrade. Provided no default or event of default has occurred and is continuing under this Agreement, at any time between the thirty-sixth (36th) month and the sixtieth (60th) month of the Term, Customer shall have the option to upgrade (the "Upgrade Option") any or all of the Equipment in the event Owner releases for sale in the United States a new product model ("New Product") that replaces some or all of the Equipment (the "Superseded Equipment"). This option can be exercised by Customer one time for each Equipment line item listed on Exhibit A during the Term. The New Product must have substantially the same functionality and specification and be of equal or greater value as the related item of Superseded Equipment, all as reasonably determined by Owner. If, Customer elects to exercise the Upgrade Option, Customer shall notify Owner of such election, in writing, and include in such notice a description of the Superseded Equipment. Immediately upon Customer's receipt of the New Product, Customer shall return the Superseded Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule. If the New Product's list price, as determined by Owner, is greater than 110% of the list price of the Equipment's list price when originally placed with Customer, as determined by Owner, then Owner may increase the Periodic Rent Payment of the New Product in its reasonable discretion.

If at the sixtieth (60th) month of the Term Owner has not released New Product, or Customer has not exercised the Upgrade Option, Customer shall exchange the Equipment for new Equipment of the same make and model (the "Like-Kind Equipment") as the original Equipment (the "Original Equipment"). Immediately upon Customer's receipt of the Like-Kind Equipment, Customer shall return the Original Equipment to Owner at Customer's expense and in the condition and otherwise provided for as required under this Schedule and the Agreement. If the Like-Kind Equipment's list price, as determined by Owner, is greater than 110% of the list price of the Equipment's list price when originally placed with Customer, as determined by Owner, then Owner may increase the Periodic Rent Payment of the Like-Kind Equipment in its reasonable discretion.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	