

Urban Experience Committee
Agenda for 1:15 p.m. Monday, December 12, 2022

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on December 12, 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 my.spokanecity.org/citycable5/live/ and 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 Urban Experience Committee meeting is regularly held every 2nd 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 ATTACHED

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.

Agenda - 12 December 2022

1 Call to Order

2 Approval of Minutes

Approval of November 14, 2022, UE Meeting minutes.

DISCUSSION ITEMS

3 Development Services Center YTD Stats

10 min

MacDonald, Steven

Presentation of updated permit numbers through November 30th, 2022.

4 Overview of proposed Bicycle Parking Code Update

10 min

Kimbrell, Tyler

Overview of the proposed update to the Bicycle Parking Code

5 Archbright Human Resources Consulting Contract

5 min

Piccolo, Mike

The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19th – Oct. 4th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. The department will need the continued services from Archbright into the first quarter of 2023 due to continued staff shortage and to assist the pending new department head.

6 Request For Information Process for the former East Side Library

5 min
Carlos, Mark

In the 1970s, the East Central Neighborhood was literally torn in half to make way for 90 Freeway. To make space for construction, houses, grocery stores, and even houses of worship were demolished.

Prior to that, East Central was redlined and chronically disinvested to the point that its census tract is still classified as an “Area of Persistent Poverty.”

The building located at 524 S Stone Street was vacated in the early part of 2021 and used to serve as the East Side Library.

7 Office of Homeless Youth Fund Disbursement to VOA

5 min
Cerecedes, Jennifer

Request approval to disperse Office of Homeless Youth funds to VOA

CONSENT ITEMS

8 Surplus Property Sale

Long, Kelly

The sale of 2912 E Wabash Avenue, Spokane WA. The City of Spokane acquired this property through the Spokane County Tax Foreclosure process. The single-family lot has accumulated charges for abatement and Code Enforcement clean up. The property was declared surplus on 06/21/21. This sale will allow the City of Spokane to offset some of the expenses and return the property to the tax rolls.

9 Two Multi-Family Tax Exemption Conditional Agreements

Stripes, Teri

MFTE Conditional Agreements for Astor St Apartments (12 year) and Oxbow 2 Apartments (8 year)

10 CMTV & C.A.B.L.E. Annual Reports

Delay, John

11

2023 Boards & Commissions Appointment Resolution

Allers, Hannahlee

Resolution appointing City Council Members to boards, committees, and commissions for 2023.

12

WSCJTC 2023-24 IAA

MacConnell, Jacqui

Continuation of the Interagency Agreement with Washington State Criminal Justice Training Commission to provide Basic Law Enforcement Academies for Eastern Washington law enforcement agencies. Agreement period is 1/1/23 to 12/31/24.

13

Executive Session

Executive Session may be held or reconvened during any Urban Experience meeting.

14

Adjournment

15

Next Meeting

The next meeting of the Urban Experience Committee will be held at the regular date and time of 1:15 p.m. on January 9, 2023.

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1 - Call to Order

2 - Approval of Minutes

Approval of November 14, 2022, UE Meeting minutes.

| For Decision

Attachments

[Urban Experience Committee Minutes 11-14-22.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee
November 14, 2022

Call to Order: 1:17 pm.

Recording of the meeting may be viewed here: <https://my.spokanecity.org/citycable5/live/>

Attendance

Committee Members Present: CM Zappone (Vice Chair), CM Stratton (Chair), CP Beggs (virtual), CM Kinnear, CM Cathcart, CM Wilkerson, CM Bingle.

Staff/Others Present: Zeke Smith, Jenn Cerecedes, Kim McCollim, Mary Muramatsu, Marlene Feist, Maren Murphy, Megan Duvall, Colin Quinn-Hurst, Inga Note, Michelle Murray, Ocheltree, Garrett Jones, Tonya Wallace, Johnnie Perkins, Teri Stripes, Spencer Gardner, Lynden Smithson, Mary Segawa (virtual), Lt. Rob Reynolds (virtual), Lt. Rodney Mittman (virtual), Officer Caitlyn Anderson (virtual), Hannahlee Allers, Mark Carlos, Jeff Gunn, Kelly Thomas, Liz Van Den Berg, Shae Blackwell.

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the October 10, 2022 meeting. The motion was seconded by CM Wilkerson. The minutes were approved by a vote of 6-0.

Agenda Items

Discussion items

1. Status Update on Camp Hope – Zeke Smith (30 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
2. Current Shelter Provider Funding Resolution – Council President Beggs (5 Minutes)
 - Action taken:
CP Beggs and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.
3. Alcohol Impact Areas Emergency Declaration – Mary Muramatsu (15 minutes)
 - Action taken:
CMs Kinnear and Bingle agreed to sponsor this item to move forward for formal Council consideration.
4. Commerce Grant to Support Utility Customers – Marlene Feist (5 minutes)
 - Action taken:

CMs Kinnear and Stratton agreed to sponsor this item to move forward for formal Council consideration.

5. Housing Action Plan Progress Update – Maren Murphy (10 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.
6. Elias House – Nomination to Historic Places Register – Megan Duvall (5 Minutes)
 - Action taken:
CM Kinnear and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
7. Vision Zero Resolution – Colin Quinn-Hurst and Inga Note (5 Minutes)
 - Action taken:
CP Beggs and CM Zappone agreed to sponsor this item to move forward for formal Council consideration.
8. Spokane Public Library – Current Affairs Programming – Shane Gronholz (10 Minutes)
 - Action taken:
Postponed until Legislative Session for 11-21-22.
9. Cap on Delivery Fees Ordinance – CM Zappone (5 Minutes)
 - Action taken:
CM Kinnear and CM Zappone agreed to sponsor this item to move forward for formal Council consideration.
10. Landlord-Tenant Ordinance – Nicolette Ocheltree – (5 Minutes)
 - Action taken:
CP Beggs and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.
11. Cap on Delivery Fees Ordinance – CM Zappone (5 Minutes)
 - Action taken:
CM Kinnear and CM Zappone agreed to sponsor this item to move forward for formal Council consideration.
12. Renewal of Matrix Consulting Group Contract (moved from Consent) – Tonya Wallace. (5 Minutes)
 - Action taken:
CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.
13. SBO for Golf Fund (moved from Consent) – Garrett Jones. (5 Minutes)
 - Action taken:
Presentation and discussion only, no action taken.

Consent items

1. Approval of ARPA Grant with Innovia (Accounting)
2. Vacation of Alley between Pacific & 2nd, from Scott to Sprague Way (Development Services Ctr - “DSC”)
3. Vacation of Public Right of Way on 7th Ave between Hartson & Gov’t Way (DSC)
4. Vacation of 3’ West on Conklin St South on Hartson (DSC)

5. Surplus Property Sale of 2912 E. Wabash (Facilities)
6. Renewal of Matrix Consulting Group Contract (Finance) – moved to Discussion (above)
7. SBO for Golf Fund (Parks & Recreation) – moved to Discussion (above)
8. MFTE Conditional Agreement for Vets on Lacey (Planning & Economic Development)
9. MFTE Conditional Agreement for North Foothills (Planning & Economic Development)
10. Contract with MIG, Inc. for Building Opportunity for Housing (Planning & Economic Development)
11. Contract with Action Target for Target Turning System (Spokane Police Department)

Executive Session

None.

Adjournment

The meeting adjourned at 3:05 p.m.

Prepared by:
Kelly Thomas

Approved by:

Council Member Karen Stratton
Urban Experience Committee Chair

DRAFT

3 - Development Services Center YTD Stats

MacDonald, Steven

Presentation of updated permit numbers through November 30th, 2022.

| For Discussion

Attachments

[Briefing Paper UE 221212.docx](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Community & Economic Development Division
Contact Name & Phone	Steve MacDonald – x6835
Contact Email	smacdonald@spokanecity.org
Council Sponsor(s)	Councilmember Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	
Summary (Background)	<p>Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)</p> <ul style="list-style-type: none"> - Total Building Permits Issued - Total Residential Units Issued <ul style="list-style-type: none"> Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline <ul style="list-style-type: none"> In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year
Proposed Council Action & Date:	None (Informational for Council) – December 12, 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 <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? 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	

4 - Overview of proposed Bicycle Parking Code Update

Kimbrell, Tyler

Overview of the proposed update to the Bicycle Parking Code

| For Discussion

Attachments

[BicycleParkingUpdate_UrbanExperience_20221129.docx](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning Services
Contact Name & Phone	Tyler Kimbrell X6733
Contact Email	tkimbrell@spokanecity.org
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Bicycle Parking Code Update
Summary (Background)	<p>Discussion regarding the update of SMC 17C 230.200 Bicycle Parking to align with the goals and policies of the Bicycle Master Plan and the City of Spokane Comprehensive Plan.</p> <p>Current code language was adopted on January 12, 2015 ORD C35212.</p>
Proposed Council Action & Date:	TBD
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 <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? Accessibility concerns for historically excluded communities will be considered in the update to the Bicycle Parking code. The update is intended to provide more bicycle parking throughout the city thus leading to more equitable active transportation opportunities.	
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? Shared mobility trip origin and destination data can be reviewed to assess whether the presence of new and upgraded bicycle parking facilities are associated with changes in shared scooter and bicycle trip patterns.	
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?

Improving the currently adopted bicycle parking requirements will bring the SMC into alignment with the goals and policies in the City of Spokane's Bicycle Master Plan and Comprehensive Plan.

Goals and policies that are not currently addressed in the Bicycle Parking code include:

- Providing accessible short- and long-term bicycle parking
- Encouraging employers to provide shower and locker facilities
- Improving bike storage at transit stops

Improved bicycle parking standards promote active transportation ridership, leading to less reliance on personal motor vehicles which can relieve congestion on roadways, decrease greenhouse gas emissions, and promote a more active pedestrian street network.

Bicycle parking requirements also increase the viability of compact, walkable neighborhoods which promote higher density housing that can assist in combatting the current housing shortage.

5 - Archbright Human Resources Consulting Contract

Piccolo, Mike

The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19th – Oct. 4th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. The department will need the continued services from Archbright into the first quarter of 2023 due to continued staff shortage and to assist the pending new department head.

Attachments

[Briefing Paper for Archbright 2nd Contract Extension .docx](#)

[22-166 Archbright Consultant 2nd Amendment OPR 2022-0551.docx](#)

[Archbright Document for 2nd Amendment.pdf](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	Human Resources
Contact Name & Phone	Mike Piccolo – 625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	Council Member Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Contract 2 nd Amendment/Extension – Human Resources Consultant
Summary (Background)	The Human Resources Department previously contracted with Archbright for Human Resources Consulting. The contract provided services from July 19 th – Oct. 4 th in the amount of \$46,000. Due to continued challenges in filling current vacancies in the HR Director position, the Senior Labor Analyst and two human resources analyst positions, the contract was extended through the end of the year with an additional \$54,000 in funding. The department will need the continued services from Archbright into the first quarter of 2023 due to continued staff shortage and to assist the pending new department head.
Proposed Council Action & Date:	Approve Contract Amendment/Extension January 9, 2023
Fiscal Impact: Total Cost: \$60,000 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: Contract amount will be paid for through salary savings within the HR Dept.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Extending the contract with Archbright will enable the HR department to perform human resource analyst work on a timely and professional manner, which will assist in the hiring process and other HR related tasks that may benefit individual from historically excluded communities in the hiring process.	
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?

The City needs a fully staffed work force to implement the various plans and programs. The recruitment, hiring and other HR procedures performed by the HR analyst will assist in creating a fully staffed work force. The Departments needs the assistance of the HR analyst to accomplish various personnel/HR work. At the present time and at the present staffing level, the HR analysts will not be able to complete the necessary work to support the departments without the assistance of Archbright. The consulting services are also needed to assist the pending new department head.



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: **HUMAN RESOURCES CONSULTING**

This Contract Amendment/Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ARCHBRIGHT WORKPLACE PERFORMANCE EXPERTS**, whose Spokane address is 5601 6th Avenue South, Suite 400, Seattle, WA 98108 as ("Company"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Human Resources Operation Support; and

WHEREAS, the parties extended the contract through December 31, 2022; and

WHEREAS, due to staffing shortages in the Human Resources Department and the pending hiring of a new department director, there is a need to extend this work and add additional funds, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 20, 2022, 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 January 12, 2023 and shall run through March 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** as full compensation for everything furnished and done under this Contract Amendment/Extension. The total amount under the original Contract, any

subsequent amendments, and this Contract Amendment/Extension is **ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00)**.

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

**ARCHBRIGHT WORKPLACE
PERFORMANCE EXPERTS**

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

DocuSign Envelope ID: 2681D12D-4B1E-4479-8CC6-18D41E77245B



Mike Piccolo, Interim HR Director
808 W Spokane Falls Blvd Ste. 550
Spokane, WA 99201

November 29th

Dear Mike:

Archbright™ and City of Spokane previously agreed to the terms outlined in the signed proposal for Consulting Services– Project ID #220753 on 7/18/22. Per your request we will be providing the add services outlined below:

HR Consulting Extension Change Order:

- Estimated hours per week Consultant will work: 40 (8 hours/day; 5 days/week)
- Estimated duration of project: January 12th – March 31st, 2023 (3 Months)
- \$136.50 / hour
- Total estimated budget: \$58,736.25

Archbright™ will invoice for hours following the close of each month. City of Spokane will pay Archbright the hours worked or the number of hours committed to per week, whichever is greater. Exceptions may be made in the rare instance the HR Consultant's Archbright meetings and/or training obligations impact their time onsite.

If the terms of this change order are acceptable to City of Spokane, please sign, date, complete the accounts payable information below, and return a copy via fax, email, or mail.

Please don't hesitate to contact us if you have any questions about the change order or if we can provide any additional assistance.

Best Regards,

Sophia Patton, Member Project Coordinator
Archbright™

Acknowledged and Agreed:

Authorized
Representative:

Date:

11/30/2022 | 10:00

Signature:

Sign

A/P Contact:

Company: City of Spokane

Phone:

6 - Request For Information Process for the former East Side Library

Carlos, Mark

In the 1970s, the East Central Neighborhood was literally torn in half to make way for 90 Freeway. To make space for construction, houses, grocery stores, and even houses of worship were demolished.

Prior to that, East Central was redlined and chronically disinvested to the point that its census tract is still classified as an “Area of Persistent Poverty.”

The building located at 524 S Stone Street was vacated in the early part of 2021 and used to serve as the East Side Library.

This process for a Request for Information (RFI) aims to put this building back into the hands of the community and fill the needs that were created by the building of the freeway while continuing its function as a provider of important human services to the East Central Neighborhood.

Attachments

[Request For Information Process for the former East Side Library Briefing -.docx](#)

[Request For Information Process for the former East Side Library Resolution.docx](#)

Committee Agenda Sheet

[URBAN EXPERIENCE COMMITTEE]

Submitting Department	Council Member Betsy Wilkerson
Contact Name & Phone	Mark Carlos ext 6269 or 509 828-3838
Contact Email	mcarlos@spokanecity.org
Council Sponsor(s)	Council Member Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Request For Information Process for the Former East Side Library
Summary (Background)	<p>In the 1970s, the East Central Neighborhood was literally torn in half to make way for 90 Freeway. To make space for construction, houses, grocery stores, and even houses of worship were demolished.</p> <p>Prior to that, East Central was redlined and chronically disinvested to the point that its census tract is still classified as an “Area of Persistent Poverty.”</p> <p>The building located at 524 S Stone Street was vacated in the early part of 2021 and used to serve as the East Side Library.</p> <p>This process for a Request for Information (RFI) aims to put this building back into the hands of the community and fill the needs that were created by the building of the freeway while continuing its function as a provider of important human services to the East Central Neighborhood.</p>
Proposed Council Action & Date:	
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 ☒ One-time ☐ 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?

This resolution can potentially help solve inequities in this impoverished census tract that has been historically divested and was formerly redlined. Whether it be addressing the fact that East Central lacks an urgent care center, basic medical services other than a recently opened dental clinic, services for historically marginalized communities (many of which live in the neighborhood at a higher rate compared to the rest of the City) or addressing the fact that East Central is a so called “food desert.”

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?

The RFI will have basic demographics collected along those lines.

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

It will go through a process that is established to be fair, equitable and transparent including a full review and recommendation by the Equity Subcommittee which is made up of community members who also represent underrepresented populations.

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 a continuation of Resolution 2021-0022 that and Ordination No. C-36239 that determines the process of siting basic City facilities and seeks public input.

RESOLUTION NO. 2022-_____

A Resolution specifying a process, timeline, and criteria for a request for information (“RFI”) from the community to lease the former library building in East Central Neighborhood commonly known as 524 S Stone Street or formerly the East Side Library.

WHEREAS, after many years of providing important human services to the East Central Neighborhood, the building formerly serving as the library became vacant November 2021 providing an opportunity for a new purpose; and

WHEREAS, during ongoing community engagement, members of the neighborhood expressed a strong desire to rent the space to an entity that will provide needed services to the neighborhood; and

WHEREAS, City Council set out to perform a continuous community input process to identify a variety of human services to provide specific sustainable proposals from potential tenants with the resources to rent the space and provide community services; and

WHEREAS, actions by city officials ignored the voices of the community and ignored Council protocol by taking unilateral steps to locate Spokane Police Department into the vacant space; and

WHEREAS, on August 29th, 2022, City Council enacted Ordinance No. C-36239 that determines the process of siting basic City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; declaring an emergency for the immediate preservation of public peace, health, or safety of City Government facilities located after June 25, 2022; and

WHEREAS, a request for information (“RFI”) followed by a community open house with responsive proposals would enable the neighborhood to better evaluate potential service providers that could lease the building; and

WHEREAS, Council will review the proposals as it aligns with the City’s Sub-Area planning, neighborhood vitality, and overall economic growth; and

NOW, THEREFORE, BE IT RESOLVED that the City shall publish an RFI no later than March 6th, 2023, for providing neighborhood services at the building pursuant to a lease agreement with a response deadline of no later than July 10th, 2023

BE IT FURTHER RESOLVED that the Spokane City Council’s Equity Subcommittee shall review responsive proposals to recommend to City Council which entities should be invited to present their proposals at a community open house based on at least these four equally weighted criteria:

1. reflects the cultural vibrancy of the East Central Neighborhood or fulfill essential services that are currently lacking in the neighborhood;
2. affordability of services for those residents;
3. prior experience serving the demographics of those residents; and,
4. financial sustainability outside of any new financial support from the City, including the ability to pay rent.

BE IT FINALLY RESOLVED that the City Council and Administration will utilize community input from the community open house and other means to finalize a lease for the building by August 7th, 2023.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

7 - Office of Homeless Youth Fund Disbursement to VOA *Cerecedes, Jennifer*

Request approval to disperse Office of Homeless Youth funds to VOA

| For Discussion

Attachments

[ACI and YAHP Briefing Paper 12.12.22.docx](#)

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	Stratton & Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	SOS and YHDP Grant dispersement
Summary (Background)	<p>The City of Spokane receives funding from the Department of Commerce's Office of Homeless Youth for Street Outreach (SOS) and the Young Adult Housing Program (YAHP). We previously have allocated these funds to VOA, in our Homeless Youth Services RFP this year we included the remaining balance of these funds along with the Youth Homeless Demonstration Project dollars. We are asking for approval to disperse these funds to VOA from 10/1/22- 6/30/23, please see the break out below of the totals for each program.</p> <p>SOS (InReach Program) \$158,910.40 YAHP (Bridge Housing Program) \$237,325</p>
Proposed Council Action & Date:	December 12 th : Requesting approval to disperse these funds
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 type="checkbox"/> Recurring Specify funding source: May be eligible for renewal 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? Serves homeless youth	
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? We will use CMIS to collect and report on 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 evaluate the effectiveness of the program	

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

This aligns with our Consolidated plan and the CoC 5 year strategy to end homelessness

8 - Surplus Property Sale

Long, Kelly

The sale of 2912 E Wabash Avenue, Spokane WA. The City of Spokane acquired this property through the Spokane County Tax Foreclosure process. The single-family lot has accumulated charges for abatement and Code Enforcement clean up. The property was declared surplus on 06/21/21. This sale will allow the City of Spokane to offset some of the expenses and return the property to the tax rolls.

| For Information

Attachments

[Briefing paper.pdf](#)

[Purchase and Sale Agreement.pdf](#)

[Resolution 2021-0055.pdf](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Facilities
Contact Name & Phone	Dave Steele x-6064
Contact Email	Dsteele@spokanecity.org
Council Sponsor(s)	Councilperson Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Surplus Property Sale – 2912 East Wabash
Summary (Background)	<p>This property was acquired by the City of Spokane through the Spokane County Tax Foreclosure process. This single-family lot has accumulated charges for abatement and Code cleanup.</p> <p>The property was declared surplus on 6/21/2021 (Resolution 2021-055 attached).</p> <p>This sale agreement will allow the property to return to the tax rolls and allows the City of Spokane to offset some of the related expenses.</p>
Proposed Council Action & Date:	12/05/2022 Contract Approval
Fiscal Impact: Total Revenue: \$50,000 revenue minus closing costs 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: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This sale provides an opportunity to build infill residential housing in the Hillyard area, a historically underserved neighborhood.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA

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

This project invests in an existing neighborhood, utilizing existing water and sewer services, and brings new development to the neighborhood.

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Date: 08/08/2022

The undersigned Buyer, **Redband Development, LLC, and or Assigns ("Buyer")**, agrees to buy, and Seller, **City of Spokane ("Seller")**; agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 2912 E Wabash Avenue, Spokane, WA 99217, and legally described on **Exhibit A**.

(Buyer and Seller authorize the Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.)

1. PURCHASE PRICE. The total purchase price is Fifty Thousand Dollars (\$50,000), including the earnest money, payable as follows:

All cash at closing, including the earnest money, with no financing contingency.

2. EARNEST MONEY. Buyer agrees to deliver the earnest money in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is due no later than Five (5) days after mutual acceptance

The earnest money shall be held by the Closing Agent.

The earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyers obligation under this Agreement is not satisfied through no fault of Buyer.

3. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

4. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

5. CONTINGENCIES.

a. Inspection. Except as otherwise provided herein, this Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyers sole discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; any contracts affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyers intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

b. Spokane City Council Approval. As this Property is City owned property, this Agreement is subject to Spokane City Council Approval by whatever manner chosen by the City to approve sales of City owned property.

c. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases or other agreements relating to all or a portion of the Property and a schedule of tenants, rents, and deposits (if applicable); architectural drawings, civil and other engineered drawings and reports, surveys, soils reports, drainage reports, environmental reports, traffic studies, archeological investigations, utility reports/statements, easements, copies of any lawsuits affecting the Property, governmental approvals or denials, information on any pending LID or ULID, road widening, or any off-site costs or impact fees that may be incurred after closing, specifications, permits, applications, surveys, studies and maintenance records; and accounting records and audit reports.

INITIALS: Buyer DLE Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

d. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times, to conduct inspections concerning the Property and improvements, including without limitation, utility locations and capacity, hazardous materials (limited to a Phase I audit only), soils conditions, sensitive areas, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing.

e. Predevelopment Conference. Notwithstanding any term or provision of the Agreement, the obligation of Buyer to purchase the Property from Seller is contingent upon satisfactory completion of a Pre-development Conference, including receipt of all Conference notes, within 60 days of mutual execution of this Agreement. If Buyer, in its sole discretion, is not satisfied with the results of the Pre-Development Conference for any reason, Buyer may terminate this Agreement by providing written notice to Seller, in which case all earnest money shall be refunded to Buyer.

Buyer will submit its Pre-Development Review Application within 10 days of mutual acceptance of this agreement.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Vista Title & Escrow Company.

b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. This sale shall be closed no later than 90 days from mutual execution of this agreement, unless extended in writing by the parties hereto. The sale shall be closed by Vista Title & Escrow Company, located at 201 W North River Dr Suite #205, Spokane, WA 99201, ("Closing Agent"). Buyer and Seller will, immediately after satisfaction of all Conditions to closing, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

8. CLOSING COSTS. Seller shall pay the excise tax and premium for the owner's standard coverage title policy provided, the parties acknowledge and agree that this government sale is exempt from the excise tax. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing.

INITIALS: Buyer DUG Date 4/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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a. Unpaid Utility Charges. Buyer and Seller DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made.

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing agreements or leases (except that Seller may modify or terminate agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession on closing.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer expressly waives Buyer's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by RCW 64.06.020.

13. HAZARDOUS SUBSTANCES. Seller has not conducted any environmental review nor is it in possession of any environmental report which relate to the Property. Buyer agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state, and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Buyer's abatement activities.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: That portion of the personal property located on and used in connection with the Property. **b.** In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals.

15. CONDEMNATION AND CASUALTY. Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if the Property is destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

16. FIRPTA - TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. CONVEYANCE. Title shall be conveyed by a Quit Claim Deed subject only to the Permitted Exceptions. At closing, Seller and Buyer shall execute and deliver to Closing Agent a mutually agreeable Assignment and

INITIALS: Buyer DS Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

18. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

19. AGENCY DISCLOSURE. Not applicable.

20. ASSIGNMENT. Buyer may not assign this Agreement, or Buyers rights hereunder, without Seller's prior written consent, except to an entity in which the Buyer has an interest.

21. DEFAULT AND ATTORNEY'S FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then: That portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Sellers obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state of Washington.

22. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

b. No Merger. The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

c. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

d. Facsimile Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of the fifth (5th) business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the second business day following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer.

24. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller written request copies of all materials received from Seller and any plans, studies,

INITIALS: Buyer DLG Date 8/19/2022 Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____

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reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer possession or control as of the date this Agreement is terminated.

25. CONFIDENTIALITY. Until and unless closing has been consummated, Buyer and Seller will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer or Seller is required by law to disclose and then only after giving the other party written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller or Buyer.

26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. Seller agrees to sell the Property on the terms and conditions herein. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no commissions are due and owing to any real estate broker or salesperson in connection with this transaction or Property. The Property is described in attached **Exhibit A**.

27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE. Not Applicable.

28. MICELLANEOUS

The risk of loss prior to closing shall remain in Seller and, if prior to date of closing, improvements on the premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

There are no verbal or other agreements, which modify or affect this Agreement.

Time is of the essence in this Agreement.

29. GOVERNMENTAL APPROVAL. Buyer acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council.

Buyer: David L Guthrie and or assigns

DocuSigned by:
By: David L. Guthrie Date 9/19/2022
CAE702851DE646A
Redband Development, LLC and/or Assigns

Redband Development, LLC

c/o Tim Fischer

Winston & Cashatt Lawyers

Address: 601 W. Riverside Avenue, Suite 1900, Spokane, WA 99201

Phone: 1.509.710.9097

Email: dave@redbanddevelopment.com

Seller: City of Spokane.

Date _____

By:

Title:

INITIALS: Buyer DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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_____ Date _____

By:

Title:

Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone _____ Email _____

29. BUYER'S RECEIPT. Buyer acknowledges receipt of a Seller signed copy of this Agreement, on
_____, 2022.

BUYER _____

BUYER _____

EXHIBIT A

LEGAL DESCRIPTION

All of the certain real property located in the County of Spokane, State of WA, described as follows:

Property Address: 2912 E Wabash Avenue, Spokane Washington, 99217

Legally described as follows: Lot 6 of Block 21 of Hillyard Addition

Assessor's Parcel Number: 36343.2806

INITIALS: Buyer DS DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



Agenda Sheet for City Council Meeting of:

07/12/2021

Date Rec'd	6/21/2021
Clerk's File #	RES 2021-0055
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE X6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5900 - SURPLUS PROPERTY RESOLUTION

Agenda Wording

Both 1927 E Dalton and 2912 E Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots.

Summary (Background)

The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action. The sale of these properties will recoup a portion of those costs.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Revenue \$ TBD	# 99999	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals	Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other F&A 6-21-2021
Division Director	WALLACE, TONYA	Council Sponsor CM Mumm
Finance	BUSTOS, KIM	Distribution List
Legal	PICCOLO, MIKE	twallace@spokanecity.org; jteal@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	pingiosi@spokanecity.org; mhughes@spokanecity.org
Additional Approvals	dsteele@spokanecity.org; ablain@spokanecity.org	
Purchasing	kbustos@spokanecity.org; ddaniels@spokanecity.org	

Adopted by Spokane City Council
on: 7-12-2021

DocuSigned by:

Briefing Paper F&A Committee

Division & Department:	Finance – Facilities Department
Subject:	Surplus Property Resolution
Date:	06/21/2021
Author (email & phone):	dsteele@spokanecity.org 625-6064
City Council Sponsor:	CM Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
Strategic Initiative:	Sustainability
Deadline:	NA
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of a surplus property resolution declaring two residential lots surplus and authorizing the sale of both properties
Background/History: The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action.	
Executive Summary: <ul style="list-style-type: none"> Both 1927 East Dalton and 2912 East Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots. The sale of these properties will recoup a portion of those costs. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2021-0055

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Properties"); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and recommends that the City declare the Properties surplus and authorize the City's Facilities Department to find buyers for the Properties; and

WHEREAS, the Properties were acquired by the City of Spokane through the public auction process conducted by Spokane County due to non-payment of property taxes and settlement of property liens in order to protect the City of Spokane's lien position and possible recovery; and,

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and has determined it to be in the public interest to offer them for sale; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE - - it is hereby resolved by the City of Spokane City Council; as follows:


1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City. The following described Properties are hereby declared to be of low value and surplus to the public needs of the City.

Type	Address	Parcel Number
Residential	1927 East Dalton	35043.0130
Residential	2912 East Wabash	36343.2806

2. The Mayor has directed the City's Facilities Department to dispose of the surplus Properties by determining the fair market value of the Properties using commercially reasonable means and seeking a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s). The final negotiated terms of the purchase and sale agreement(s) is subject to final approval by the

City Council.

ADOPTED by the Spokane City Council this 12th day of July,
2021.

DocuSigned by:

CC56C847C0340
City Clerk

Approved as to form:

DocuSigned by:

Assistant City Attorney

DS



EXHIBIT "A"

1927 East Dalton

Assessor’s parcel number: 35043.0130

2912 East Wabash

Assessor’s parcel number: 36343.2806

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
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Date: 08/08/2022

The undersigned Buyer, **Redband Development, LLC, and or Assigns ("Buyer")**, agrees to buy, and Seller, **City of Spokane ("Seller")**; agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 2912 E Wabash Avenue, Spokane, WA 99217, and legally described on **Exhibit A**.

(Buyer and Seller authorize the Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.)

1. PURCHASE PRICE. The total purchase price is Fifty Thousand Dollars (\$50,000), including the earnest money, payable as follows:

All cash at closing, including the earnest money, with no financing contingency.

2. EARNEST MONEY. Buyer agrees to deliver the earnest money in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is due no later than Five (5) days after mutual acceptance

The earnest money shall be held by the Closing Agent.

The earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyers obligation under this Agreement is not satisfied through no fault of Buyer.

3. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

4. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

5. CONTINGENCIES.

a. Inspection. Except as otherwise provided herein, this Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's sole discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; any contracts affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

b. Spokane City Council Approval. As this Property is City owned property, this Agreement is subject to Spokane City Council Approval by whatever manner chosen by the City to approve sales of City owned property.

c. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases or other agreements relating to all or a portion of the Property and a schedule of tenants, rents, and deposits (if applicable); architectural drawings, civil and other engineered drawings and reports, surveys, soils reports, drainage reports, environmental reports, traffic studies, archeological investigations, utility reports/statements, easements, copies of any lawsuits affecting the Property, governmental approvals or denials, information on any pending LID or ULID, road widening, or any off-site costs or impact fees that may be incurred after closing, specifications, permits, applications, surveys, studies and maintenance records; and accounting records and audit reports.

INITIALS: Buyer DS Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

d. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times, to conduct inspections concerning the Property and improvements, including without limitation, utility locations and capacity, hazardous materials (limited to a Phase I audit only), soils conditions, sensitive areas, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing.

e. Predevelopment Conference. Notwithstanding any term or provision of the Agreement, the obligation of Buyer to purchase the Property from Seller is contingent upon satisfactory completion of a Pre-development Conference, including receipt of all Conference notes, within 60 days of mutual execution of this Agreement. If Buyer, in its sole discretion, is not satisfied with the results of the Pre-Development Conference for any reason, Buyer may terminate this Agreement by providing written notice to Seller, in which case all earnest money shall be refunded to Buyer.

Buyer will submit its Pre-Development Review Application within 10 days of mutual acceptance of this agreement.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Vista Title & Escrow Company.

b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. This sale shall be closed no later than 90 days from mutual execution of this agreement, unless extended in writing by the parties hereto. The sale shall be closed by Vista Title & Escrow Company, located at 201 W North River Dr Suite #205, Spokane, WA 99201, ("Closing Agent"). Buyer and Seller will, immediately after satisfaction of all Conditions to closing, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

8. CLOSING COSTS. Seller shall pay the excise tax and premium for the owner's standard coverage title policy provided, the parties acknowledge and agree that this government sale is exempt from the excise tax. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing.

INITIALS: Buyer DUG Date 4/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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a. Unpaid Utility Charges. Buyer and Seller DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made.

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing agreements or leases (except that Seller may modify or terminate agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession on closing.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer expressly waives Buyer's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by RCW 64.06.020.

13. HAZARDOUS SUBSTANCES. Seller has not conducted any environmental review nor is it in possession of any environmental report which relate to the Property. Buyer agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state, and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Buyer's abatement activities.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: That portion of the personal property located on and used in connection with the Property. **b.** In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals.

15. CONDEMNATION AND CASUALTY. Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if the Property is destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

16. FIRPTA - TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. CONVEYANCE. Title shall be conveyed by a Quit Claim Deed subject only to the Permitted Exceptions. At closing, Seller and Buyer shall execute and deliver to Closing Agent a mutually agreeable Assignment and

INITIALS: Buyer DS Date 8/19/2022 Seller _____ Date _____
Buyer DLG Date _____ Seller _____ Date _____

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Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

18. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

19. AGENCY DISCLOSURE. Not applicable.

20. ASSIGNMENT. Buyer may not assign this Agreement, or Buyers rights hereunder, without Seller's prior written consent, except to an entity in which the Buyer has an interest.

21. DEFAULT AND ATTORNEY'S FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then: That portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Sellers obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state of Washington.

22. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

b. No Merger. The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

c. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

d. Facsimile Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of the fifth (5th) business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the second business day following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer.

24. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller written request copies of all materials received from Seller and any plans, studies,

INITIALS: Buyer DLG Date 8/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer possession or control as of the date this Agreement is terminated.

25. CONFIDENTIALITY. Until and unless closing has been consummated, Buyer and Seller will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer or Seller is required by law to disclose and then only after giving the other party written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller or Buyer.

26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. Seller agrees to sell the Property on the terms and conditions herein. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no commissions are due and owing to any real estate broker or salesperson in connection with this transaction or Property. The Property is described in attached **Exhibit A**.

27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE. Not Applicable.

28. MICELLANEOUS

The risk of loss prior to closing shall remain in Seller and, if prior to date of closing, improvements on the premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

There are no verbal or other agreements, which modify or affect this Agreement.

Time is of the essence in this Agreement.

29. GOVERNMENTAL APPROVAL. Buyer acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council.

Buyer: David L Guthrie and or assigns

DocuSigned by:
By: David L. Guthrie Date 9/19/2022
CAE702851DE646A
Redband Development, LLC and/or Assigns

Redband Development, LLC

c/o Tim Fischer

Winston & Cashatt Lawyers

Address: 601 W. Riverside Avenue, Suite 1900, Spokane, WA 99201

Phone: 1.509.710.9097

Email: dave@redbanddevelopment.com

Seller: City of Spokane.

Date _____

By:

Title:

INITIALS: Buyer DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

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_____ Date _____

By:

Title:

Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone _____ Email _____

29. BUYER'S RECEIPT. Buyer acknowledges receipt of a Seller signed copy of this Agreement, on
_____, 2022.

BUYER _____

BUYER _____

EXHIBIT A

LEGAL DESCRIPTION

All of the certain real property located in the County of Spokane, State of WA, described as follows:

Property Address: 2912 E Wabash Avenue, Spokane Washington, 99217

Legally described as follows: Lot 6 of Block 21 of Hillyard Addition

Assessor's Parcel Number: 36343.2806

INITIALS: Buyer DLG Date 9/19/2022 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

9 - Two Multi-Family Tax Exemption Conditional Agreements

Stripes, Teri

MFTE Conditional Agreements for Astor St Apartments (12 year) and Oxbow 2 Apartments (8 year)

For Information

Attachments

[2022 MFTE December Briefing Paper.docx](#)

[MFTE PPT December.pptx](#)

Committee Agenda Sheet

Urban Experience – December 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Taylor Berberich, ext 6193
Contact Email	Tberberich@spokanecity.org
Council Sponsor(s)	District CMs Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Two (2) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that both of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed:</p> <p>Astor Street Apartments intends to finalize as a 12-yr exemption -- meeting the income and rent restrictions.</p> <p>Oxbow 2 Apartments intends to finalize as an 8-yr exemption—no income or rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the two (2) MFTE Conditional Agreement(s) for:</p> <p>District 1 CM Sponsors: Cathcart & Bingle</p> <p>Astor St Apartment at the 12/12/2022, City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for 18 at 6020 N Astor St. <ul style="list-style-type: none"> Property is zoned CC-4 EC and the proposed use is allowed. Estimated Construction Costs of all phases: \$3,500,000 Located in the Nevada Heights neighborhood. <p>Oxbow 2 Apartments at the 12/12/2022, City Council Meeting.</p>

	<ul style="list-style-type: none"> • Project Details: The applicant applied for a Conditional MFTE Agreement for 4 at 3804 N Lidgerwood. <ul style="list-style-type: none"> ○ Property is zoned RSF and the proposed use is allowed. ○ Estimated Construction Costs of all phases: \$840,000 ○ Located in the Nevada Heights neighborhood.
<p>Fiscal Impact:</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts</p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>SMC 08.15 Multi- Family Housing Property Tax Exemption</p> <p>A. The purposes of this chapter are to:</p> <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. 	
<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>RCW 84.14.100</p> <p>Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)</p> <p>(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for</p>	

at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site and Location: Astor St Apartments



Site and Location: Oxbow 2 Apartments

(No Image Available)



SMC 08.15 Multi-Family Housing Property Tax Exemption (MFTE)

- A. The purposes of this chapter are to:
1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
 3. increase the supply of mixed-income multifamily housing opportunities within the City;
 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
 5. promote community development, neighborhood revitalization, and availability of affordable housing;
 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
 7. encourage additional housing in areas that are consistent with planning for public transit systems.



Astor Street Apartments

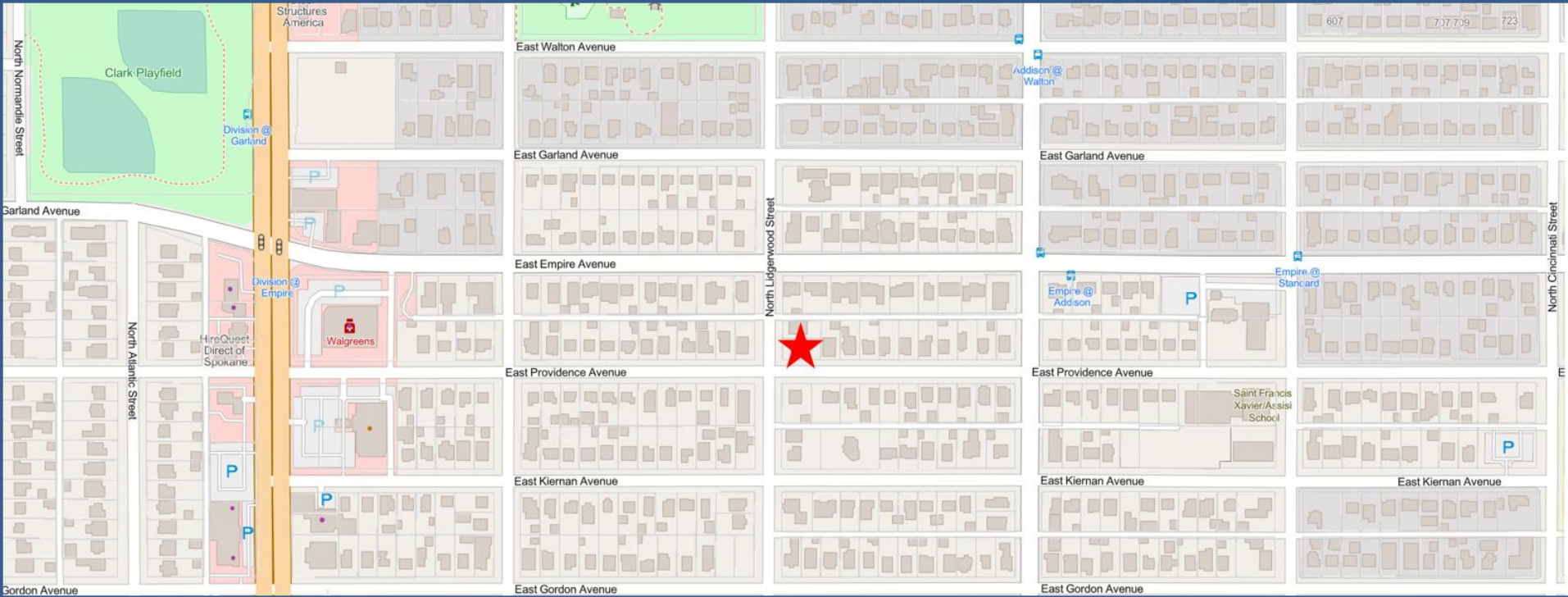
- **Project Details:** The applicant applied for a Conditional MFTE Agreement for 18 -units at 6020 N Astor St.
 - Property is zoned CC4-EC and the proposed use is allowed.
 - Estimated Construction Costs of all phases: 3,500,000.
 - Located in the Nevada Heights neighborhood.

36322.1421

6020 N ASTOR ST



Astor Street Apartments



Oxbow 2 Apartments

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **4-units at 3804 N Lidgerwood**.
 - Property is zoned RSF and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$840,000.
 - Located in the Nevada Heights neighborhood.



Oxbow 2 Apartments

10 - CMTV & C.A.B.L.E. Annual Reports

Delay, John

CMTV & C.A.B.L.E. Annual Report

For Information

Attachments

[2022 KSPS C.A.B.L.E. Annual Report Briefing Paper.docx](#)

[CABLE Annual Report - FY22-23.doc](#)

[CMTV 2022 Annual Report to City of Spokane.docx](#)

Committee Agenda Sheet

Finance Committee

Submitting Department	Communications/PEG Funds
Contact Name & Phone	John Delay 6355
Contact Email	jdelay@spokanecity.org
Council Sponsor(s)	Beggs, Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CMTV and C.A.B.L.E. Annual Reports
Summary (Background)	As required by contract, Community Minded Enterprises and C.A.B.L.E./KSPS are required to file an annual report to the City. These reports highlight the years activities and upcoming year's budget requests.
Proposed Council Action & Date:	N/A
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 checked="" 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? 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	



**C.A.B.L.E
ANNUAL REPORT
To the City Of Spokane
And
Comcast Cable of Spokane
10/7/22**

Annual Report

Thank you for the opportunity to present this annual report to the City of Spokane. The member institutions (Spokane Public Schools and managing partner KSPS –TV) continue to provide a great public service to the citizens of Spokane, as we look forward to grow the network with additional programming and partners. We thank and appreciate the City of Spokane and Comcast for providing ongoing financial and organizational support of this valuable community resource, and appreciate the work of all who continue to make this possible.

Financial Report

The KSPS Broadcast Center remains the hub for all operations, with KSPS and Spokane Public Schools as the remaining members of the consortium paying an annual fee to cover expenses. Those fees cover .25% of a full time employee in our technical operations center, who monitors all of the stations, as well as performing any switching and automation duties. KSPS continues to assess costs associated with these channels and works to keep them nominal. Each of the partners is responsible for the production and/or purchase of its content, while KSPS provides programming content support to those station partners who may have a need. Those costs vary based on the amount of original content created and the amount of existing content repurposed.

Summary of Programming

The C.A.B.L.E. channels all operate on a 24/7 schedule, with each member organization responsible for its own scheduling of content. Channel 17 is the home for programming from, produced by, and managed by Spokane Public Schools, with programming support from KSPS - featuring short You Tube style videos, school artistic events, graduations and an events calendar. Channel 18 is the home for Washington State University's KWSU - a hybrid of a limited PBS Programming schedule and student generated content coming from the main campus in Pullman, WA. KWSU moved to must-carry status, and is no longer a dues paying member of the consortium. Channel 19 is the non-broadcast jewel in the C.A.B.L.E. crown, now home to FNX – the First Nation's Network – featuring programming geared to and about the Native American Experience. It continues to be a valuable and important contribution and resource for a community that has been underserved.

How the Educational Access User has implemented the Purpose and conditions of this Agreement

Each of the members continues to use the channels for educational, arts, community and/or outreach programs that provide another learning opportunity for students of all ages. PEG funds are available to assist in this effort and all of the members, including KSPS make use of the funds to ensure quality programming and delivery.

Plans for the coming Year

In FY 22-23, we are expecting an increase in content from Spokane Public Schools, as Ryan Alexander - as Supervisor of Media & Marketing for District 81 – has ramped up his efforts to create more long and short form programming. That will include cable and online content. SPS request for PEG Funds will be a key component.

Cara Williams-Fry is the new GM at NWPB coming to Pullman from Central Pennsylvania where she served as the Senior Vice President and Chief Content Officer at WITF. She was the driving force in growing the newsroom staff, establishing news programming, documentaries and multi-platform projects. Her groundbreaking work in co-creating and launching PA Post resulted in the first statewide digital news organization in Pennsylvania. We expect soon she'll have her own ideas on the direction for KWSU.

Capital Budget Request

As we head into this next year, there are requests from two entities – KSPS and SPS. For KSPS most of our capital needs this year revolve around making it easier to do more in the field, including every high school graduation as well as streaming events. These and other events not only prove our value, but also show our ability to adapt and adjust to get the job done.

We are seeking \$70,000 to purchase capital equipment in 2022.

KSPS is requesting \$67,271.02 in PEG Capital Funds for the following:

- ❖ **Item #1** on the 2022 PEG Capital List will add additional LED lighting instruments to the main KSPS production studio. The additional LED lighting instruments will allow us to not only replace old incandescent lighting instruments but at the same time due to LED technology reduce power consumption and cost when operating our studio. Further, the new lights will enhance all studio productions including studio productions that provide content for PEG Cable Channel – Ch17.
- ❖ **Item #2** on the list will both upgrade and expand the storage capacity need for the KSPS Production Department. The new SpectraLogic 40 slot LTO 8 Storage System complete with 40 LTO 8 Storage Media will double the capacity of the current Production LTO system and more importantly will be less expensive to operate and support going forward. The new Production LTO will be used to store content both for KSPS and PEG Cable Channel – Ch17.

- ❖ **Item #3** on the list will replace and upgrade the Matrox card within the recently installed Ch-17 Broadstream Automation Server. The new Matrox card will improve the video quality of all content currently being down-converted from HD to SD for air on the SD PEG Cable Channel - Ch17.
- ❖ **Item #4 & 5#** on the 2023 PEG Capital List, which includes, a 1000 ft. roll of tactical fiber cable and intercom sound cancelling headphones, is equipment that will upgrade and greatly expand the reach of the station's field production capabilities when producing and delivering quality content such as concerts, graduation events, political debates and more for both KSPS and the PEG Cable Channel - Ch17.

Spokane Public Schools is requesting \$2,728.98 in PEG Capital Funds for the following

We're in the process of expanding our team to include two more video editors/shooters. The few items listed below will allow us to ensure every video specialist on our team has the tools they need to be out in the field at any given time.

The tripod is similar to the one we already have, which has proven to be perfect for our needs, but taller for expanded capability as needed.

The lens will allow us to get into tighter spaces (classrooms, etc.) when shooting video with our Canon C-100.

The additional SD cards and batteries guarantee we won't run short if several people are on assignments at once.

Please let me know if you need any additional details on these requests, and thank you for considering.

Ryan Lancaster
 Director of Media and Marketing
 Spokane Public Schools
 509-354-7363
Ryanla@spokaneschools.org

Itemized List

Item 1 - [Miller Air SOLO-Q 75 tripod](#) \$1,579

Item 2 - [Canon EF-S 10-18mm f/4.5-5.6 lens](#) \$299

Item 3 - [SanDisk 64GB memory cards](#) (4) \$70

Item 4 - [Canon BP-975 Battery pack](#) (2) \$398

Item 5 - [Canon LP-E6NH Battery](#) (2) \$158

Compliance with Comcast/Franchise requirements (signal or technical requirements)

- i. There are no pending disputes regarding signal or technical quality. KSPS Operations team members communicate regularly with Comcast team members to assure signal quality and technical compliance
- ii. Current Copy of the Educational Access User's policies and use requirements on file
- iii. Documentation by User Agreement...institutions assume responsibility for the content of all programming. All C.A.B.L.E. institutional users are responsible for appropriate copyright clearances. Purchased material is automatically covered through institutional and distributor purchase agreements.
Each institution is also responsible for copyright and rights clearance for locally produced material.
- iv. There are no pending copyright complaints.

The educational channels operated by C.A.B.L.E. and in partnership with the City of Spokane and Comcast continue to provide a valuable resource for all of the citizens of Spokane. We hope to continue that service for years to come and where and when possible, find even more sources of quality programming for all of the communities we serve.

Respectfully Submitted,



Gary Stokes, KSPS
Managing Institution for
Cable Advisory Board for Learning and Education

**COMMUNITY-MINDED TELEVISION
CITY OF SPOKANE REPORT
COMMUNITY-MINDED ENTERPRISES**

This report reflects the activity of CMTV14 from October 1, 2021 -September 30, 2022

INTRODUCTION

CMTV14 strives to meet the public access mission of making digital media and video production accessible.

Due to the Covid-19 Pandemic, in-person use of studio space was restricted for community members. As a cost-cutting measure, CMTV (Community-Minded Television) operations were relocated to the CME (Community-Minded Enterprises) administrative offices at 2001 N Division. The program's focus became less on production and community use of the space and more on equipment checkout and editing assistance with hands on training. The concept of satellite locations throughout the community was established in late spring of 2022 and remains the focus moving into 2023.

SUMMARY OF ACTIVITIES AND PROGRAMMING

- **PROGRAMMING**

Community-Minded Television (CMTV) currently broadcasts 24 hours a day, seven days a week. Locally produced programs make up 70% of the broadcast schedule. Examples of local programming include Vibin Live, Spokane Arts Awards, Hidden Homeless and The Pink Tablet. Of the remaining content, 12% is from Nationwide PEG content and 18% from Satellite, FreeSpeech TV.

**See attached PDF for a sample schedule of programming available on CMTV.*

- **EQUIPMENT CHECKOUT AND EDITING SUITES**

CMTV14 allows community individuals to check out video equipment once they have shown proficiency in its use. If they are beginners, they receive training and orientation before receiving equipment. Equipment check-out guidelines are attached to this report. Editing suites with fully loaded IMAC computers and Premier Pro are available by appointment at our Community-Minded Enterprises office, at 2001 N Division, and a new satellite location in partnership with Northeast Youth and Family Center at 19 E Queen Ave in Spokane. CMTV tracks the editing use through a sign-up sheet at each video station. All equipment checkout and use of editing suites have been offered free to the public.

- **OPERATIONAL BUDGET**

CME maintains a cost center within its overall budget for operational expenses, including space rental and employee costs for contract oversight. CME has developed and holds a sub-contract with B&B Pro Video to operate the station, maintain the equipment, develop the programming for weekly broadcasts, work with community producers and oversee equipment inventory and

editing suites at satellite locations.

**See attached PDF for Profit & Loss: October 1, 2021 -September 30, 2022.*

- **CAPITAL EXPENDITURES**

CMTV was reimbursed \$65,000 in capital funds from the City of Spokane from *October 1, 2021 - September 30, 2022*. This reimbursement was against 2021 PEG fees available. In early November 2022, we submitted reimbursement requests of \$65,000, which lowered all 2022 available PEG fees.

**See attached PDF for receipts and invoices.*

PLANS FOR 2023

Community-Minded Enterprises will continue to work with Northeast Youth and Family Center and other community partners to create satellite stations for equipment checkout and editing stations. Having these satellite locations in various areas of our community will allow for greater access for use. CMTV will continue seeking new programming for Channel 14, emphasizing locally produced programming. Implementing satellite locations will provide additional local content for air on the channel.

PROOF OF COMPLIANCE WITH ALL COMCAST.FRANCHISE REQUIREMENTS INCLUDING:

1. Confirmation that CME meets Comcast's reasonable signal quality

**See "Compliance Statement" attached to PDF*

2. A current copy of CME's policies and use requirements.

** See "Rules and Regulations" attached to PDF*

3. Documentation, by user agreement or other appropriate means, that all users of any channel resources or channel facilities assume responsibility for the content of programming presented and promise to indemnify and hold Comcast and the City harmless from loss or liability, including the costs of legal defense.

**See "Submission Agreement" attached to PDF*

4. Acknowledgment that CME is jointly and severally responsible to protect the City from any loss or liability, including, but not limited to copyright violation claims.

**See "Insurance Certificate" attached to PDF*

11 - 2023 Boards & Commissions Appointment Resolution

Allers, Hannahlee

Resolution appointing City Council Members to boards, committees, and commissions for 2023.

For Information

Attachments

[Briefing Paper 2023 Boards and Commissions.docx](#)

[2023 Boards and Commissions Appointments_Filed.docx](#)

Committee Agenda Sheet

Urban Experience

Submitting Department	City Council
Contact Name & Phone	Hannahlee Allers
Contact Email	hallers@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Appointing CMs to 2023 Boards and Commissions
Summary (Background)	SMC & Council Rules state that CMs must be appointed to annual boards and commissions no later than the second meeting of each year. The attachment to this resolution may not be available until closer to the end of the year, but we're getting this to committee now so that it can be filed in OnBase in time to meet the Council Rules deadline.
Proposed Council Action & Date:	Will file for either 1/9 or 1/16
Fiscal Impact: None 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 <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? N/A – these are annual appointments for Council Members to serve on various boards and commissions	
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 – these are annual appointments for Council Members to serve on various boards and commissions	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – these are annual appointments for Council Members to serve on various boards and commissions	
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 – these are annual appointments for Council Members to serve on various boards and commissions	

RESOLUTION NO. 2023-_____

A resolution appointing City Council Members to boards, committees, and commissions for 2023.

WHEREAS, City Council members are appointed to serve on various boards, committees, and commissions, including City Council standing committees, inter-governmental boards, and various other boards and committees; and

WHEREAS, City Council standing committee appointments are governed by chapter 02.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

WHEREAS, Section 02.005.010(D)(6) of the Spokane Municipal Code provides that standing committee membership shall be determined at the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council; and

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2024 appointments via resolution except for the Airport Board, on which the Council President shall serve a 3-year term, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that all Council Members are formally appointed to serve as alternates on any listed board, commission, or committee when an appointed Council Member cannot attend. Alternate Council Members will be chosen at the discretion of the Council President. The Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors.

BE IT FINALLY RESOLVED that subsequent changes to the appointments on the attached list may occur at any time via resolution.

Passed by the City Council this ____ day of January, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

12 - WSCJTC 2023-24 IAA

MacConnell, Jacqui

Continuation of the Interagency Agreement with Washington State Criminal Justice Training Commission to provide Basic Law Enforcement Academies for Eastern Washington law enforcement agencies. Agreement period is 1/1/23 to 12/31/24.

For Information

Attachments

[Briefing Paper - WSCJTC 2023-24 IAA.docx](#)

[Spokane BLEA WSCJTC Interagency Agreement 2023-24.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Police
Contact Name & Phone	Jacqui MacConnell 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	CM Kinnear and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2023-24 Interagency Agreement with Washington State Criminal Justice Commission (WSCJTC)
Summary (Background)	<p>The Spokane Police Department (SPD) contracts with WSCJTC to provide Basic Law Enforcement Academy (BLEA) sessions for law enforcement agencies in Eastern Washington. SPD provides a Sergeant, two Officers, and the facilities for these academies; WSCJTC reimburses the personnel costs, facility costs, and training for instructors. This agreement is a continuation of this partnership and covers January 1, 2023 to December 31, 2024. The agreement allows for 3 BLEA sessions per calendar year and a total of 10 training slots for the Spokane Police Department recruits in each session. The estimated revenue/costs for each session is approximately \$275,000 per BLEA session, and an approximate \$825,000 per calendar year. The revenue/costs for the entire two-year agreement will be approximately \$1,650,000.</p>
Proposed Council Action & Date:	Approval of 2 year agreement. Advanced Agenda Council Briefing on December 19, 2022 and Approval on January 9, 2023.
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.) Revenue generating to offset expenditures	

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?

SPD's Director of Strategic Initiatives keeps demographic information on SPD applicants and BLEA graduates.

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 agreement provides 10 slots in each Basic Law Enforcement Academy session to train SPD applicants and fill vacancies.



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Monica Alexander, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.state.wa.us

INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION AND SPOKANE POLICE DEPARTMENT

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State Criminal Justice Training Commission, an agency of the state of Washington (hereafter referred to as "WSCJTC"), and the Spokane Police Department, a Law Enforcement Agency, located in Spokane, Washington (hereafter referred to as "SPD").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which SPD will provide services and facilities to WSCJTC for the purposes of running the Basic Law Enforcement Academy.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for, and incidental to the performance of the duties set forth below.

A. Duties of WSCJTC:

- 1) **Management and Oversight** – Services performed under the terms of this agreement shall be under the direct command and control of the WSCJTC BLEA Commander or designee and shall ensure that the duties of this Agreement will be performed in a manner consistent with WSCJTC policies and regulations, applicable state and local laws, and the Constitution of the State of Washington and the United States. Washington State Basic Law Enforcement Academy (BLEA) will be hosted at the SPD Regional Training Campus.
- 2) **Appointment of a BLEA Assistant Commander** – WSCJTC shall accomplish this management and oversight through a BLEA Assistant Commander that WSCJTC selects and appoints. The BLEA Assistant Commander must be Criminal Justice Training Commission approved by WSCJTC. The work described herein shall be performed in coordination with WSCJTC BLEA Commander or their designee. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

a) Payment for BLEA Assistant Commander

WSCJTC shall reimburse SPD the full annual salary of the SPD sergeant appointed to the position of BLEA Assistant Commander, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as BLEA Assistant Commander. The WSCJTC will reimburse overtime for the time spent for the Basic Law Enforcement Academy, the Equivalency Academy, and/or any CJTC-related training. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

3) Payment for TAC Officers

WSCJTC shall reimburse SPD the full annual salary of two (2) SPD officers appointed to the positions of TAC Officer, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of those persons' service to WSCJTC as TAC Officer. The WSCJTC will reimburse overtime for the time spent for the Basic Law Enforcement Academy, the Equivalency Academy, and/or any CJTC-related training. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

WSCJTC shall also provide one (1) Assistant TAC Officer, selected from another agency.

4) Payment for SPD Facility Usage

WSCJTC shall reimburse SPD \$8338 per BLEA session for the use of SPD facilities as set forth in section (B). Unlimited use of the SPD gun range shall be reimbursed at \$5,000 per BLEA session. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

WSCJTC may reimburse SPD up to \$75,000 per calendar year for maintenance and repair of SPD buildings and facilities. All reimbursement requests must be submitted in writing for prior authorization by WSCJTC. The WSCJTC will provide written response to the request and identify the amount the WSCJTC agrees to provide for the requested project.

5) Payment for Instructor Training

WSCJTC shall reimburse SPD up to a total of \$15,000 per calendar year for training, travel expenses and overtime costs to ensure a sufficient cadre of WSCJTC certified trained instructors for each BLEA session. WSCJTC shall pay said reimbursement amount upon submission by SPD of an invoice to WSCJTC.

6) Provision of Materials, Services and Supplies

Through the State purchasing process, WSCJTC will provide materials, services, and supplies, unless otherwise agreed to by SPD and WSCJTC.

7) Operations

To protect the health and integrity of WSCJTC, Assistant BLEA Commander and TAC's employed by SPD understands WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should Assistant BLEA Commander and TAC's not wish to follow operational directives, they will be released back to SPD. Termination of agreement as set forth in section (X).

8) Health and Safety

To protect the health and safety of WSCJTC and students of WSCJTC, Assistant BLEA Commander and TAC's are required to submit to infectious disease testing when directed to do so by WSCJTC. Assistant BLEA Commander and TAC's must report the results to WSCJTC's confidential appointee. Assistant BLEA Commander and TAC's agree to follow the health and safety protocols put in place by WSCJTC. Failure to abide by these requirements will result in release back to SPD. Termination of agreement as in section (X).

9) First Right of Refusal for (10) SPD Recruits

WSCJTC agrees to grant first right of refusal to the Spokane Police Department to use up to ten (10) slots in each Spokane BLEA. WSCJTC will allow three (3) slots for use of the SPD facility, three (3) slots for an Assistant Commander, and two (2) slots for each TAC Officer. If Spokane Police Department is unable to provide an Assistant Commander or two (2) TAC officers, WSCJTC has the right to reconsider whether all ten (10) slots will continue to be granted.

10) Maximum Capacity of each Spokane BLEA

WSCJTC shall implement a maximum capacity of each Spokane BLEA of thirty (30) students.

B. Duties of SPD:

1. Number of BLEA Classes in Spokane

SPD will provide three (3) BLEA classes during the 2023 calendar year. At the end of 2023, SPD and WSCJTC will evaluate the ability of SPD to continue providing three (3) classes per calendar year.

2. Provide the BLEA Assistant Commander

SPD will provide to WSCJTC the full-time services of a sergeant to serve as BLEA Assistant Commander for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement Academy program.

a) Administrative Duties of BLEA Assistant Commander

The administrative duties of the BLEA Assistant Commander include, but are not limited to:

1. Manage and supervise TAC Staff and all instructors taking part in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
2. Assist WSCJTC in the vetting and hiring process of contracted "A19" personnel.
3. Liaison with SPD staff (i.e., Academy Lt., Sgt, full-time staff, etc.)
4. Manage and oversee budget.
5. Manage and oversee equipment and Inventory of purchase(s).

b) Instruction Responsibilities of BLEA Assistant Commander

Instruction responsibilities of the BLEA Assistant Commander include, but are not limited to:

1. Deliver classroom instruction in assigned subjects.
2. Delivering established written and practical exercises relating to classroom instruction.
3. Follow and deliver prescribed test material.
4. Review all classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams.
7. Support and assist with practical training exercises.
8. Submit all revisions of BLEA programs and curriculum to WSCJTC via BTD chain of command.
9. Track and confirm all regular and overtime hours accrued by staff assigned to the WSCJTC duties located in Spokane facility via the Spokane PD payment and scheduling management system. This information will be delivered to WSCJTC via BLEA class invoicing.

3. Provide (2) TAC Officers

SPD will provide to WSCJTC the full-time services of (2) TAC Officers for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement Academy program.

a) Instruction Responsibilities

Instruction responsibilities of the TAC Officers shall include, but not be limited to:

1. Delivering classroom instruction in assigned subjects.
2. Delivering established written and practical exercises specific to classroom instruction.
3. Follow and deliver the prescribed test material.
4. Review all classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams.
7. Support and assist practical training exercises.
8. Submit all revisions of BLEA programs and curriculum to WSCJTC via BTD chain of command.

The TAC Officers must be Criminal Justice Training Commission certified and approved by the Basic Training Academy Commander prior to instructing at the Spokane Basic Law Enforcement Academy.

4. SPD to Provide Facilities

SPD will provide the necessary facilities to successfully conduct each BLEA. Such facilities include, but are not limited to:

1. Office Space for a full-time WSCJTC BLEA Assistant Commander. This will include, but not limited to:
 - a) Office Phone
 - b) High Speed Internet connection
 - c) Office furniture
2. Office Space for 3 full-time TAC Officers
 - a) Office Phone
 - b) High Speed Internet connection
 - c) Office furniture
3. Classroom space
4. Gym and locker rooms
5. Gun range

5. SPD to Provide EVOC Training

SPD will conduct Emergency Vehicle Operation Course (EVOC) training under the direct command and control of WSCJTC and shall make necessary equipment and instructional resources available for such purpose.

- a. The part-time services of the EVOC Coordinator shall be reimbursed at a rate of \$75.00 per hour not to exceed \$3575 per month. Exceptions to exceed this are: Actively teaching a course within this contract that equals 40 or more hours and is at least one week in length.. In addition, the Commission will reimburse for travel, meals, and lodging according to current State of Washington reimbursements rates. The Commission shall pay said reimbursement amount upon submission by the City of Spokane of an invoice to the Commission.
- b. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
- c. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Assistant Commander and the WSCJTC EVOC Training Program Manager.
- d. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder, which is in addition to the expenses included in 6b.
- e. SPD shall affect necessary replacement or repair in the most economical and available manner.

6. SPD to Provide Part-Time Instructors.

WSCJTC will reimburse SPD from a single invoice at the conclusion of each BLEA session for the payment of part-time instructors, which are SPD employees. SPD will bill WSCJTC at the conclusion of each BLEA for instructor time. This fee shall be based upon the following rate schedule:

- \$65/hour for Firearms instructors
- \$60/hour for Patrol Tactics-Basic and Cross Disciplined instructors
- \$55/hour for All Skills Based instructors (EVOC & C/DT) and DT Suit actors, *except Firearms*; and,
- \$50/hour for One Discipline Classroom instructors, Mock Scene actors, and Evaluators/Raters.

The hourly rate assigned to each instructor will be based on the WSCJTC Tier Progression rate schedule, and the assignments will be submitted to the WSCJTC Basic Training Division Commander in Burien for approval. SPD will bill WSCJTC up to \$1100 for ancillary costs related to SPD's part-time instructors.

The instructors must be Criminal Justice Training Commission certified and approved by the Basic Training Division Commander prior to instructing at the Spokane Basic Law Enforcement Academy.

For its part-time instructors, the City of Spokane will send detailed invoices to WSCJTC at the end of each session that include the following:

1. Instructor Name
2. Subject taught (Control/Defensive Tactics, Patrol Beat Mocks, Firearms, and Wet Lab etc.)
3. Hours worked
4. Dollar amount
5. BLEA Session Number

C. Additional TAC Staff

The parties agree that any additional TAC Officers, if hired from outside SPD, shall be negotiated in a separate contract with the individual or their employer agency.

II. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for January 1, 2023— December 31, 2024 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed at the end of each session including costs related to Emergency Vehicle Operation Course (EVOC) training, when applicable.

IV. BILLING PROCEDURES

SPD shall submit a final invoice to WSCJTC within 30 days at the end of each session. WSCJTC shall pay SPD for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

WSCJTC
Attn: Brian Elliott, Fiscal Manager
3060 Willamette Drive
Lacey, WA 98516-6267

Email: brian.elliott@cjtc.wa.gov

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties, without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC. SPD has a right to request access to this data and WSCJTC will provide the data upon request. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall mutually agree how any property involved shall be disposed of. If they are unable to do so; they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

If a dispute arises under this Agreement which the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one (1) member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and decide the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not prevent that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Interagency Administrator for WSCJTC is:

Name: Brian Elliott
Title: Fiscal Manager
Address: 3060 Willamette Drive, Lacey, WA 98516-6267
Telephone: (360) 281-9346
Email: brian.elliott@cjtc.wa.gov

The Interagency Administrator for SPD is:

Name: Jennifer Hammond
Title: Director, Police Business Services
Address: 1100 W Mallon Ave, Spokane, WA 99260
Telephone: (509) 625-4056
Email: jhammond@spokanepolice.org

XVIII. SIGNATURES



Monica Alexander
Executive Director



Nadine Woodward
Mayor



Craig Meidl
Spokane Police Chief

Approved as to form:

Attest:



Lynden Smithson
Interim City Attorney



Terri Pfister
City Clerk

13 - Executive Session

Executive Session may be held or reconvened during any Urban Experience meeting.

14 - Adjournment

15 - Next Meeting

The next meeting of the Urban Experience Committee will be held at the regular date and time of 1:15 p.m. on January 9, 2023.