

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at the first open forum more often than once per calendar month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 16, 2020

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**COUNCIL BRIEFING SESSION – 3:30 P.M.
COUNCIL CHAMBERS
CITY HALL, 808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201
SPOKANE, WA 99201**

**TOWN HALL/LEGISLATIVE SESSION – 6:00 P.M.
DR. MARTIN LUTHER KING, JR. COMMUNITY
CENTER AT EAST CENTRAL
500 S. STONE ST.
SPOKANE, WA 99202**

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers, Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | |
|---|------------------------------|
| 1. Value Blanket Order extensions (all are the second of two one-year extensions) for the Communications Department from April 1, 2020, through March 31, 2021, with: | Approve |
| a. Abadan Reprographics (Spokane, WA) for Quick Copy Work—\$80,000 (incl. tax). | OPR 2016-0337
RFP 4154-15 |
| b. Allied Envelope Co. (Spokane, WA) for Print and Graphic Work—\$100,000 (incl. tax). | OPR 2016-0334
RFP 4182-15 |
| c. Copy-Rite Inc. (Spokane, WA) for Print and Graphic Work—\$10,000.00 (incl. tax). | OPR 2016-0335
RFP 4182-15 |
| Brian Coddington | |
| 2. Contract Amendments, for Outside Special Counsel to provide legal services and advice to the City, with: | Approve |
| a. Beth Kennar and Summit Law Group (Seattle, WA) regarding Labor Negotiations for Spokane Police Department and Spokane Fire | OPR 2018-0647 |

Department—not to exceed \$75,000. Total Contract Amount: \$125,000.

- b. Michael E. McFarland, Jr. and Evans Craven & Lackie, P.S. (Spokane, WA) regarding the matter of Spencer v. City of Spokane, et. al.—\$15,000. Total Contract Amount: \$64,500. OPR 2019-0351

Michael Ormsby

3. Contract Renewals from April 1, 2020, through March 31, 2021, with: Approve

- a. Azteca Systems, LLC (Sandy, UT) for Cityworks Software Annual Software Maintenance and Support—\$114,345 (incl. tax). OPR 2016-0235

- b. Hyland Software, Inc. (Westlake, OH) for Annual Software Maintenance and Support for the City's OnBase document imaging system—\$68,348.90 (incl. tax). OPR 2015-0013

Michael Sloan

4. Contract with Washington State Department of Commerce for E2SHB 1923 Grant to adopt a Housing Action Plan—\$100,000 Revenue. Approve OPR 2020-0300

Tirrell Black

5. Ten-year Lease Agreement with Alexander Goods Depot, LLC (Denver, CO), for the relocation of the Downtown Police Precinct to 111 North Wall Street - Leasing, Tenant Improvement, Operations Costs and Ongoing Staffing Model—\$155,743 (lease terms provide for a 3% annual increase). Approve OPR 2020-0301

Dave Steele

6. Multiple Family Housing Property Tax Exemption Agreements with: Approve

- a. Spokane Part 1, LLC (Spokane, WA), for 10 new multi-family housing units located at 356 East Seventh Avenue, Parcel Number 35203.1101. OPR 2020-0302

- b. Philomena, LLC (Spokane, WA), for 72 new multi-family housing units located at 920 North Hamilton Street, Parcel Number 35171.1809. OPR 2020-0303

- c. Agnus Development, LLC (Spokane, WA) for 4 or more new multi-family housing units located at 617 North Ash Street, Parcel Number 25134.0511. OPR 2020-0304

- d. Boxcar SPO, LLC (Portland, OR), for 131 new multi-family housing units located at 15 North OPR 2020-0305

Grant Street and 304 East Riverside Avenue,
Parcel Numbers 35173.1301, 35173.1302,
35173.1308.

Ali Brast

- | | | | |
|----|--|---------|---------------|
| 7. | Contract with Spokane Community Oriented Policing Services to act as liaison between the Spokane Police Department and community groups and the public from April 1, 2020, through December 31, 2024—\$303,874.25. | Approve | OPR 2020-0306 |
|----|--|---------|---------------|

Major Eric Olsen

- | | | | |
|----|--|---------|---------------|
| 8. | Memorandum of Understanding between the Police Department and Frontier Behavioral Health regarding Washington Association of Sheriffs and Police Chiefs Spokane Regional Mental Health Field Response Team Project from July 1, 2019, through June 30, 2020—\$157,310. | Approve | OPR 2020-0307 |
|----|--|---------|---------------|

Jennifer Hammond

- | | | | |
|----|---|------------------------------------|---------------|
| 9. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2020-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| | b. Payroll claims of previously approved obligations through_____, 2020: \$_____. | | CPR 2020-0003 |

- | | | | |
|-----|--|----------------|---------------|
| 10. | City Council Meeting Minutes: _____, 2020. | Approve
All | CPR 2020-0013 |
|-----|--|----------------|---------------|

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

TOWN HALL/LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes at Dr. Martin Luther King, Jr. Community Center at East Central, 500 S. Stone St.)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Design Review Board: One Appointment	Confirm	CPR 1993-0069
Community Housing and Human Services Board: Five Appointments	Confirm	CPR 2012-0033
Bicycle Advisory Board: One Appointment	Confirm	CPR 1992-0059
Spokane Historic Landmark Commission: Two Appointments and One Modification in Appointment	Confirm	CPR 1981-0122
Salary Review Commission: One Reappointment	Confirm	CPR 2018-0040

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at the first Open Forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0015 Referring project No. 2017080 (Centennial Trail – Summit Gap – Boone to Pettet) to the Design Review Board for its review.
Brian McClatchey
- RES 2020-0016 Declaring a 1992 Spartan Motors Pumper surplus and authorizing its donation to the Intendencia Nacional de Bomberos del Peru, Station Oxapampa No. 47 for \$1.00.
Jay Atwood
- RES 2020-0017 Declaring a 1992 Spartan Motors Pumper surplus and authorizing its donation to the Spokane County Fire District 2 for \$1.00.
Jay Atwood

FINAL READING ORDINANCES

(Requires Four Affirmative, Recorded Roll Call Votes)

- ORD C35870 Prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code. (Deferred from February 3, 2020, Agenda) (Council Sponsor: Council Member Burke)
Council Member Burke

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 16, 2020
(per Council Rule 2.1.2)

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

ADJOURNMENT

The March 16, 2020, Regular Legislative Session of the City Council is adjourned to March 23, 2020.

NOTES

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2016-0337

Renews #**Submitting Dept**

COMMUNICATIONS

Cross Ref #**Contact Name/Phone**BRIAN 625 6740
CODDINGTON**Project #****Contact E-Mail**

BCODDINGTON@SPOKANECITY.ORG

Bid #

RFP 4154-15

Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name

0330 ABADAN VB RENEWAL

Agenda Wording

Abadan Reprographics, second of two one-year extensions to Value Blanket Order OPR2016-0337 for Quick Copy Work. Requesting \$80,000.00 including tax for the extension of this contract. Term is April 1, 2020 - March 31, 2021.

Summary (Background)

Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Abadan Reprographics was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2019 contracted amount \$80,000.00. Original contract was for three (3) years with 2 one year extensions.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 80,000.00

Various Accounts

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

DELAY, JOHN

Study Session

Urban Experience 3/9/20

Division Director

CODDINGTON, BRIAN

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing- cwahl@spokanecity.org

IT- itadmin@spokanecity.org

Comm - bcoddington@spokanecity.org

Abadan - mouchett@abadanspokane.com

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications
Subject:	Abadan Reprographics for Quick Copy Work
Date:	March 9, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Abadan Reprographics for Quick Copy Work Utilizing Various Account #'s
Strategic Initiative:	Sustainable Resources
Deadline:	March 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Quick Copy Work
Background/History: Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Abadan Reprographics was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2019 contracted amount \$80,000.00. Original contract for was three (3) years with 2 one year extensions.	
Executive Summary: <ul style="list-style-type: none"> Abadan Reprographics, second of two one-year extensions to Value Blanket Order OPR2016-0337 for Quick Copy Work. Requesting \$80,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[ABADAN REPROGRAPHICS](#)

License Information:

[New search](#)[Back to results](#)**Entity name:** BUSINESS EQUIPMENT CENTER, INC.**Business name:** ABADAN REPROGRAPHICS**Entity type:** [Profit Corporation](#)**UBI #:** 601-775-972**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 603 E 2ND AVE
SPOKANE WA 99202-2201**Mailing address:** PO BOX 224
SPOKANE WA 99210-0224**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business	T12023677BUS			Active	Mar-31-2020	Oct-15-2012

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
MOUCHETT, DAN	
MOUCHETT, JODI M	
RAYBURN, NADINE	
RAYBURN, PAUL B	

Registered Trade Names

Registered trade names	Status	First issued
ABADAN	Active	Oct-24-2018
ABADAN REPROGRAPHICS	Active	Feb-09-2018

The Business Lookup information is updated nightly. Search date and time: 3/3/2020 9:33:18 AM

Working together to fund Washington's future



NORTVIT-01

SGEJIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2019

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

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

PRODUCER Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: Susan Geuin	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: sgeuin@paynewest.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Cincinnati Insurance Company	
	NAIC # 10677	
INSURED Abadan Reprographics PO Box 224 Spokane, WA 99210	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP0184812	03/08/2019	03/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0184812	03/08/2019	03/08/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EPP0184812	03/08/2019	03/08/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Agenda Sheet for City Council Meeting of:
03/16/2020

Date Rec'd	3/4/2020
Clerk's File #	OPR 2016-0334
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 4182-15
Requisition #	VALUE BLANKET

Submitting Dept	COMMUNICATIONS
Contact Name/Phone	BRIAN 625 6740 CODDINGTON
Contact E-Mail	BCODDINGTON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0330 ALLIED ENVELOPE VB RENEWAL

Agenda Wording

Allied Envelope Co., second of two one-year extensions to Value Blanket Order OPR2016-0334 for Print and Graphic Work. Requesting \$100,000.00 including tax for the extension of this contract. Term is April 1, 2020 - March 31, 2021.

Summary (Background)

Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Allied Envelope Co. prints all envelopes due to large volume pricing. 2019 contracted amount was \$100,000.00. Original contract was for three (3) years with 2 one year extensions.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$	100,000.00	#	VARIOUS ACCOUNTS
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		DELAY, JOHN	<u>Study Session</u>	Urban Experience 3/9/20
<u>Division Director</u>		CODDINGTON, BRIAN	<u>Other</u>	
<u>Finance</u>		BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>			Legal - modle@spokanecity.org	
<u>Purchasing</u>		WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
			IT- itadmin@spokanecity.org	
			Comm - bcoddington@spokanecity.org	
			Allied Envelope - dpierce@allied-envelope.com	

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications
Subject:	Allied Envelopes Co. for Print Work
Date:	March 9, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Allied Envelope Co. for Print Work Utilizing Various Account #'s
Strategic Initiative:	Sustainable Resources
Deadline:	March 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work
Background/History: Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Allied Envelope Co. prints all envelopes due to large volume pricing. 2019 contracted amount was \$100,000.00. Original contract was for three (3) years with 2 one year extensions.	
Executive Summary: <ul style="list-style-type: none"> Allied Envelope Co., second of two one-year extensions to Value Blanket Order OPR2016-0334 for Print and Graphic Work. Requesting \$100,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[ALLIED ENVELOPE CO SPOKANE](#)

License Information:

[New search](#)[Back to results](#)**Entity name:** ALLIED ENVELOPE COMPANY - SPOKANE**Business name:** ALLIED ENVELOPE CO SPOKANE**Entity type:** [Profit Corporation](#)**UBI #:** 600-443-894**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 1515 W COLLEGE AVE
SPOKANE WA 99201-1917**Mailing address:** 634 N FIVE MILE RD
BOISE ID 83713**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business	T12016503BUS			Active	Oct-31-2020	Oct-15-2012

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
BETTINSON, KENNETH	
KIRBY, SHARI	

The Business Lookup information is updated nightly. Search date and time: 3/3/2020 9:35:01 AM

Working together to fund Washington's future

Commercial General Liability

Named Insured: AMR Allied dba Allied Envelope
Insurance Company Name: Ohio Security Insurance Company
A.M. Best Rating: A (Excellent)
Effective Date: 5/14/2019

Coverage Written On: Per Occurrence

Coverage Description	Limits
Each Occurrence – Bodily Injury and Property Damage	\$2,000,000
General Aggregate	\$4,000,000
Products and Complete Operations Aggregate	\$4,000,000
Fire Damage (any one fire)	\$2,000,000
Medical Expense (any one person)	\$15,000

HIGHER LIABILITY LIMITS MAY BE AVAILABLE

Additional Coverages:

Descriptions	Limit	Deductible
Printers Errors & Omissions-Included in GL limit		
Employment Related Practices Liability	\$100,000	\$5,000
Stop Gap Liability	\$2,000,000	

Commercial General Liability Schedule of Exposures

State	Loc	Classification	Class Code	Premium Basis	Exposure
WA	1	Printing	58408	Sales	1,300,000
ID	2	Profit - Printing	58408	Sales	2,100,000
WA	3	Warehouses	99938	Area	1,000

Discussion Items:

- Certificates of Insurance required from subcontractors
- Are you listed as an additional insured on subcontractors policy
- Adequate limits of liability required of subcontractors
- Employee Benefits Liability
- Stop Gap Liability
- Professional Liability Exposure (E&O)
- Unmanned Aerial Vehicles/Drones
- Punitive Damages

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2016-0335

Renews #**Submitting Dept**

COMMUNICATIONS

Cross Ref #**Contact Name/Phone**BRIAN 625 6740
CODDINGTON**Project #****Contact E-Mail**

BCODDINGTON@SPOKANECITY.ORG

Bid #

RFP 4182-15

Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name

0330 COPY RITE VB RENEWAL

Agenda Wording

Copy-Rite Inc., second of two one-year extensions to Value Blanket Order OPR2016-0335 for Print and Graphic Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2020 - March 31, 2021.

Summary (Background)

Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Copy-Rite Inc. was selected for time sensitive work or when the printed sheet requires a size larger than 12"x18". 2019 contracted amount \$10,000.00. Original contract was for three (3) years with 2 one year extensions.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 10,000.00

VARIOUS ACCOUNTS

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

DELAY, JOHN

Study Session

Urban Experience 3/9/20

Division Director

CODDINGTON, BRIAN

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Comm - bcoddington@spokanecity.org

Copy-Rite - print@copy-rite.com

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division/Communications
Subject:	Copy-Rite Inc. for Print Work
Date:	March 9, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Copy-Rite Inc. for Print Work Utilizing Various Account #'s
Strategic Initiative:	Sustainable Resources
Deadline:	March 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work
Background/History: Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Copy-Rite Inc. was selected for time sensitive work or when the printed sheet requires a size larger than 12"x18". 2019 contracted amount \$10,000. Original contract was for three (3) years with 2 one year extensions.	
Executive Summary: <ul style="list-style-type: none"> Copy-Rite Inc., second of two one-year extensions to Value Blanket Order OPR2016-0335 for Print and Graphic Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2020 – March 31, 2021. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[COPY-RITE INC](#)

License Information:

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

Entity name: COPY-RITE, INC.

Business name: COPY-RITE INC

Entity type: [Profit Corporation](#)

UBI #: 328-054-786

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1108 W 2ND AVE
SPOKANE WA 99201-4506

Mailing address: 1108 W 2ND AVE
SPOKANE WA 99201-4506

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business	T12009019BUS			Active	Apr-30-2020	Oct-15-2012

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
CANWELL, KATHRYN	
CANWELL, MARSHALL	President

Registered Trade Names

Registered trade names	Status	First issued
COPY-RITE PRINTING	Active	May-13-2019

The Business Lookup information is updated nightly. Search date and time: 3/3/2020 9:36:28 AM

Working together to fund Washington's future

COMMERCIAL INSURANCE POLICY SUMMARY

For

Copy Rite Inc.

By



Starr & Brown

Ease • Choice • Advise • Insurance

219 N Pines Rd
Spokane Valley, WA 99206

Presented by: Brian Starr

Challys Resta

This document summarized the proposal for your insurance. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made in this proposal.

BUSINESSOWNERS

Issuing Company Liberty Mutual
Policy Number BZS59260170
Policy Term 10/29/2019 to 10/29/2020

Named Insureds

Insured	Interest
Copy Rite Inc.	First Named Insured

Location Coverages

Loc	Bldg	Description	Limit	Deductible
1	1	1108 W 2nd Ave, Spokane, WA 99201		
		Building	\$1,260,593	\$1,000
		Personal Property	\$1,136,543	\$1,000
		Employee Dishonesty	\$25,000	\$500

Liability Coverages

Description	Limit	Deductible
Bodily Injury and Property Damage Per Occurrence	\$1,000,000	
Bodily Injury and Property Damage - Annual Aggregate	\$2,000,000	
Medical Expense Per Person	\$15,000	
Personal Injury and Advertising Liability	\$1,000,000	
Products / Completed Operations Aggregate	\$2,000,000	
Tenants Legal Liability	\$1,000,000	
Extended Employee Dishonesty	\$25,000	\$500
Printers Errors & Omissions	\$1,000,000	
WA Stop Gap	\$500,000	



Additional Interests

<i>Name and Address</i>	<i>Interest</i>
MARSHALL & KATHY CANWELL 1108 W 2ND AVE SPOKANE, WA 99201	Additional Insured - Loc 1, Bldg 1
DE LAGE LANDEN CONTRACT # 25257337 ACCOUNT # 513059 Wayne, PA 19087	Loss Payee - Loc 1, Bldg 1
WHEATLAND BANK 14732 E INDIANA AVE SPOKANE VALLEY, WA 99216	Mortgagee - Loc 1, Bldg 1

COMMERCIAL AUTO

Issuing Company Liberty Mutual
Policy Number BAS59260170
Policy Term 10/29/2019 to 10/29/2020

Named Insureds

Insured	Interest
Copy Rite Inc.	First Named Insured

Coverages

Description	Symbol	Limit
Combined Single Limit	1	\$1,000,000
Medical Payments	7	\$5,000
Underinsured Motorists - Combined Single Limit	7	\$1,000,000
Hired / Borrowed Auto Liability	1	Included
Non-owned Auto Liability	1	Included

*Symbol Definition

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified On Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject To Compulsory U.M. Law	(9) Non-Owned Autos



Vehicle Schedule

	Vehicle		Comp. Ded.	Coll. Ded.
1	1999 DODGE CARAVAN	2B4GP24G4XR145925	\$500	\$1,000

Driver List

Name	Date of Birth	License Number
Richard J Bernard	On File	On File
Kathryn M Canwell	On File	On File
Marshall A Canwell	On File	On File
Dawn H Dupree	On File	On File



PREMIUM SUMMARY

Line of Business	Premium
Business Owners Policy	\$4,248
Business Auto	\$1,619
Total Premium	\$5,867

Prior Term Premium = \$5,458

Mutual of Enumclaw Quote \$9,774

PAYMENT OPTIONS

Check Payable to	Down Payment	# of Installments	Installment
Liberty Mutual Insurance	\$984.80	10	\$488.92



**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2018-0647

Renews #**Submitting Dept**

CITY ATTORNEY

Contact Name/Phone

MIKE ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 SPECIAL COUNSEL AMENDMENT

Cross Ref #**Project #****Bid #****Requisition #**

CR21539

Agenda Wording

Beth Kennar and Summit Law Group act as Special Counsel providing legal services and advice to the City (Legal and Human Resources) regarding Labor Negotiations for SPD and SFD.

Summary (Background)

Additional funds are necessary with the upcoming labor negotiations. Amendment for \$75,000.00 for a total amount under the original contract, all previous amendments and this Amendment of \$125,000.00.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 75,000.00

0020-88100-18900-54105

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

DALTON, PAT

Division Director**Finance**

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

First Reading 3/9/20

Distribution List

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mormsby@spokanecity.org

sdhansen@spokanecity.org

pingiosi@spokanecity.org

Additional Approvals**Purchasing**



City of Spokane

CONTRACT AMENDMENT

Title: **LABOR NEGOTIATIONS FOR CITY OF SPOKANE POLICE AND FIRE DEPARTMENTS**

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

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City and employees regarding all aspects of a Labor Negotiations for the Spokane Police Department and Spokane Fire Department; and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated October 1, 2018 and October 2, 2018, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2020.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**.

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

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

20-044

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2019-0351

Renews #**Submitting Dept**

CITY ATTORNEY

Contact Name/Phone

MIKE ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 SPECIAL COUNSEL AMENDMENT

Cross Ref #**Project #****Bid #****Requisition #**

FROM CLAIMS

Agenda Wording

Michael E. McFarland, Jr. and Evans Craven & Lackie, P.S. act as Outside Counsel providing legal services and advice to the City regarding the matter of the Spencer v. City of Spokane, et. al.

Summary (Background)

The City was successful in moving to dismiss this case at the trial court level. Spencer's have appealed this decision. Additional funds are necessary to draft and file responsive pleadings. Amending contract to add \$15,000 for a total amount under the original contract, all previous amendments and this Amendment of (\$64,500.00).

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 15,000.00

From Claims

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

PICCOLO, MIKE

Division Director**Finance**

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

First Reading 3/9/20

Distribution List

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tstrothman@spokanecity.org

james.scott@ascrisk.com

sdhansen@spokanecity.org

Additional Approvals**Purchasing****RISK MANAGEMENT**

CRYE, COLBY



City of Spokane
CONTRACT AMENDMENT
Title: **SPECIAL COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **EVANS CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of QUANA M. SPENCER v. CITY OF SPOKANE, ET. AL.; and

WHEREAS, additional funds are required.

-- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated April 24, 2019 and April 30, 2019, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Amendment shall become effective on February 15, 2020.
4. COMPENSATION. The City shall pay **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **SIXTY FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00)**.

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

EVANS, CRAVEN & LACKIE, P.S.

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

20-043

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2016-0235

Renews #**Cross Ref #**

OPR 2015-0243

Project #**Bid #****Requisition #**

CR21531

Submitting Dept

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 AZTECA CITYWORKS ANNUAL SUPPORT

Agenda Wording

Contract with Azteca Systems, LLC for Cityworks Software Annual Software Maintenance and Support. Cityworks is a GIS-based Asset Maintenance Management System used by the Water and Wastewater departments to manage public works infrastructure.

Summary (Background)

Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software it enables City departments to inventory assets, issue and track service requests and work orders, and manage labor, material and equipment. Cityworks was selected and implemented in 2011 to manage the City's water distribution infrastructure.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ \$ 114,345.00 inc tax

5300-41630-18850-54820

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

SLOON, MICHAEL

Finance

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

Urban Experience 3/9/20

Other**Distribution List**

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Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Brian Haslam - bhaslam@cityworks.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The Street department, and Parks and Recreation are planning on using Cityworks MMS. Requesting \$114,345.00 including tax for the renewal of this contract. Term is April 1, 2020 - March 31, 2021.

Summary (Background)

In 2014 it was also implemented by the Wastewater department to manage sanitary and storm sewer infrastructure assets. There is a change in the contract cost from the previous year (2019) reflecting an upgrade to the City-wide Enterprise License which will provide cost savings as more departments adopt Cityworks for their City-wide maintenance management solution.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Cityworks by Azteca Systems, LLC Annual Software Maintenance and Support
Date:	March 9, 2020
Author (email & phone):	Bill Myers, wmyers@spokanecity.org, 625-6418
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Cityworks Annual Software Maintenance and Support Utilizing Budget Account #: 5300-41630-18850-54820
Strategic Initiative:	Sustainable Resources
Deadline:	03/31/2020
Outcome: (deliverables, delivery duties, milestones)	Ongoing annual maintenance and support
Background/History: Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software it enables City departments to inventory assets, issue and track service requests and work orders, and manage labor, material and equipment. Cityworks was selected and implemented in 2011 to manage the City's water distribution infrastructure. In 2014 it was also implemented by the Wastewater department to manage sanitary and storm sewer infrastructure assets. There is a change in the contract cost from the previous year (2019) reflecting an upgrade to the City-wide Enterprise License which will provide cost savings as more departments adopt Cityworks for their City-wide maintenance management solution.	
Executive Summary: <ul style="list-style-type: none"> Contract with Azteca Systems, LLC for Cityworks Software Annual Software Maintenance and Support. Cityworks is a GIS-based Asset Maintenance Management System used by the Water and Wastewater departments to manage public works infrastructure. The Street department, and Parks and Recreation are planning on using Cityworks MMS. Requesting \$114,345.00 including tax for the renewal of this contract. Term is April 1, 2020 – March 31, 2021 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT RENEWAL

**Title: ANNUAL SOFTWARE SUPPORT AND
UPDATES FOR CITYWORKS SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AZTECA SYSTEMS, LLC**, whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide ANNUAL CITYWORKS SOFTWARE, UPDATES AND SUPPORT, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, As well as manage overall customer needs for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.

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

1. CONTRACT DOCUMENTS.

The original Contract dated April 23, 2018, any subsequent amendments, renewals and / or extensions / thereto, as well as Cityworks Quote dated February 12, 2020, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

2. EFFECTIVE TERM.

This Contract Renewal/Amendment shall become effective on April 1, 2020, and run through March 31, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED FORTY FIVE AND NO/100 (\$114,345.00)**, including tax, for everything furnished and done under this Contract Renewal in accordance with the attached Cityworks Quote dated February 12, 2020. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written

authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. GOVERNING LAW

This agreement is governed by the laws of the State of Washington.

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 Renewal by having legally-binding representatives affix their signatures below.

AZTECA SYSTEMS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Nadine Woodward

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Azteca Systems, LLC (Cityworks) Pricing Quotation (Quote Number Q-09368-1) dated 2/12/20

Washington State Department of Revenue

Services Business Lookup AZTECA SYSTEMS, LLC

License Information: [New search](#) [Back to results](#)

Entity name: AZTECA SYSTEMS, LLC
Business name: AZTECA SYSTEMS, LLC
Entity type: [Limited Liability Company](#)
UBI #: 604-060-266
Business ID: 001
Location ID: 0001
Location: Active
Location address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128
Mailing address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128
Excise tax and reseller permit status: [Click here](#)
Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Bellingham General Business	063840			Active		Aug-13-2018
Spokane General Business - Non-Resident				Active	Dec-31-2020	Jul-02-2018

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
HASLAM, BRENT	
HASLAM, BRIAN	

The Business Lookup information is updated nightly. Search date and time: 2/26/2020 9:19:16 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2019

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

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

PRODUCER The Buckner Company 6550 South Millrock Dr. Suite #300 Salt Lake City UT 84121-	CONTACT NAME: Amy LaFond PHONE (A/C, No, Ext): 801-937-6740 E-MAIL ADDRESS: alafond@bucker.com FAX (A/C, No): 801-365-0808
INSURED Azteca Systems, LLC 11075 South State #24 Sandy UT 84070	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: The Continental Insurance Company INSURER C: Valley Forge Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 258880236**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6072329331	9/3/2019	9/3/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 TECH E&O \$5,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6072329328	9/3/2019	9/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6072329362	9/3/2019	9/3/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6072329345	9/3/2019	9/3/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Employment Practices Liability Fiduciary D&O			6188604201	9/3/2019	9/3/2020	\$10,000 retention \$1,000,000 \$0 Deductible \$500,000 \$10,000 Retention \$3,000,000

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

TECH E&O/Media/Info Risk Deductible \$10,000

Workers Compensation Policy applies for the Following States: UT, CO, FL, IN, MO, NY, NC, OR, PA, TX, VA, WI, AL, MA

When applicable - Additional Insured applies per the General Liability form CNA74872XX (01-15) and the Auto Liability form CNA83700XX (10-15). Coverage is Primary and Non-Contributory per form CNA74872XX (01-15). Waiver of Subrogation for the General Liability, Auto Liability and Workers Compensation applies per forms CNA74872XX (01-15), CNA83700XX (10-15) and WC420304B (06-14). Please review forms to ensure they satisfy your requirements.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane – Wastewater Maintenance
Attn: Samantha Johnson
909 E. Sprague Avenue
Spokane WA 99202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contact Information

Contact Name:	Mike Smith	Prepared By Name:	Jenn Miya
Organization:	Spokane (WA), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	808 W Spokane Falls Blvd Spokane, WA 99201	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
ELA - Server AMS STANDARD	1.00	\$105,000.00
Pavement Interface	1.00	Included
CCTV Interface for PACP	1.00	Included
Respond for AMS	1.00	Included
Mobile Native Apps (iOS/Android)	1.00	Included
Storeroom	1.00	Included
Equipment Checkout	1.00	Included
Contracts	1.00	Included
Cityworks for Excel for AMS	1.00	Included
Cityworks Analytics for AMS	1.00	Included
eURL	1.00	Included
Workload for AMS	1.00	Included
Web Hooks for AMS	1.00	Included
TOTAL:		\$105,000.00

Maintenance Start Date: 4/1/2020 **Maintenance End Date:** 3/31/2021

Quote Notes:

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth below.

Accepted by: _____

Title _____

____/____/____
Date

Terms and Conditions

Payment Terms

Payment due within 30 days

Authorized to Invoice 30 days prior to renewal.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

AZTECA SYSTEMS, LLC. COPYRIGHT 1995 - 2019

Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2015-0013

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 HYLAND ANNUAL SOFTWARE MAINTENANCE AND SUPPORT

Cross Ref #**Project #****Bid #****Requisition #**

CR21533

Agenda Wording

Contract with Hyland Software, Inc for Annual Software Maintenance and Support for the City's OnBase document imaging system. Requesting \$68,348.90 including tax for the renewal of this contract. Term is April 1, 2020 - March 31, 2021.

Summary (Background)

Hyland Software supports the City's OnBase document imaging systems, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. 2019 Contracted amount was \$67,951.14.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 68,348.90

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

SLOON, MICHAEL

Finance

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

Urban Experience 3/9/20

Other**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

renew@hyland.com

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Hyland Software, Inc. Annual Software Maintenance and Support
Date:	March 9, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – OnBase Annual Software Maintenance and Support Utilizing Budget Account # 5300-73300-18850-54820
Strategic Initiative:	Sustainable Resources
Deadline:	April 1, 2020 – March 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
Background/History: Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. 2019 contracted amount was \$67,951.14.	
Executive Summary: <ul style="list-style-type: none"> Contract with Hyland Software, Inc. for Annual Software Maintenance and Support of the City's OnBase document imaging system. Requesting \$68,348.90 including tax for the renewal of this contract. Term is April 1, 2020 – March 31, 2021 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT

Title: **ONBASE SOFTWARE
SUPPORT AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **HYLAND SOFTWARE, INC.**, whose address is, 28500 Clemens Road, Westlake, Ohio 44145, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall perform SOFTWARE SUPPORT AND MAINTENANCE FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM, in accordance with Company's January 6, 2020 Quote attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin April 1, 2020 and run through March 31, 2021, unless terminated sooner. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.
3. **COMPENSATION.** The City shall pay the Company a maximum annual amount not to exceed **SIXTY EIGHT THOUSAND THREE HUNDRED FORTY EIGHT AND 90/100 DOLLARS (\$68,348.90)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.
8. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest

in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance

law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

HYLAND SOFTWARE, INC.

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Hyland Software, Inc.'s January 3, 2020 INVOICE

20-017

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
United States of America

EXHIBIT B

MAINTENANCE INVOICE

LE01-134728

BILL TO City of Spokane, WA
808 W. Spokane Falls Blvd.
Spokane, WA 99201
United States of America

SHIP TO City of Spokane, WA
808 W. Spokane Falls Blvd.
Spokane, WA 99201
United States of America

INVOICE DATE	01/03/2020
PO NUMBER	
DUE DATE	03/31/2020
FEDERAL TAX ID	34-1699247
BILL TO CUSTOMER NO.	10294

Customer No.	Customer Name	Version	Salesperson
10294	City of Spokane, WA		

Maintenance Period: 04/01/2020 - 03/31/2021

	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees	1	62,762.93	62,762.93

Electronic Remittance Information

Mail Checks to: Hyland Software, Inc. 28500 Clemens Rd Westlake, OH 44145	<i>Wire Transfer:</i> Swift Code: KEYBUS33 Routing No: 041001039 Account No: 359681326518 Account Name: Hyland Software, Inc.
--	---

Subtotal	62,762.93 USD
Tax	5,585.97 USD
Total Invoice Amount	68,348.90 USD
Balance Due	68,348.90 USD

For billing inquiries, please call 1-440-788-6632 or email renew@hyland.com.

To make a payment, please call 1-440-788-5045 and select Option 1 for Accounts Receivable or email accountsreceivable@hyland.com.

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email renew@hyland.com. To continue maintenance coverage, please process this invoice for payment.

*A 10% reinstatement fee will be charged for maintenance fees received more than 30 days after the due date.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [HYLAND SOFTWARE INC.](#)

License Information:

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

Entity name: HYLAND SOFTWARE INC

Business name: HYLAND SOFTWARE INC.

Entity type: [Profit Corporation](#)

UBI #: 602-207-254

Business ID: 001

Location ID: 0002

Location: Active

Location address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

Mailing address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Bellingham General Business				Active		Aug-01-2013
SeaTac General Business - Non-Resident				Active	Mar-31-2020	Jun-12-2019
Spokane General Business				Active	Jul-31-2020	May-07-2015

Governing People *May include governing people not registered with Secretary of State*

Filter	
Governing people	Title
BERNARD, MARCEL	
BORO, SETH	
BRAVO, ORLANDO	
HYLAND, A J	
HYLAND, CHRISTOPHER J	
LINES, JAMES KEVIN	
PEMBRIDGE, D TIMOTHY	
POSKOCHIL, RODNEY	
PRIEMER, WILLIAM	
VIRNIG II, KENNETH JOHN	
ZUBIZARRETA, MIGUEL	

Registered Trade Names

Registered trade names	Status	First issued
HYLAND SOFTWARE, INC.	Active	Aug-01-2013

Registered Trade Names

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

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/7/2020 8:35:30 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2020

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

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

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland OH 44114	CONTACT NAME: Karen Ormiston PHONE (A/C, No, Ext): (216) 367-8787 FAX (A/C, No): (216) 241-4520 E-MAIL ADDRESS: KOrmiston@oswaldcompanies.com
INSURED HSI Holdings I, Inc. Hyland Software, Inc 28500 Clemens Road Westlake OH 44145	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Co. INSURER C: Pacific Indemnity Company INSURER D: Nat'l Union Fire Ins Co of Pittsburgh PA INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 19/20 GL/AUTO/WORK/**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35783325	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7352-28-83	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			7988-20-68	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	(20) 7171-39-93	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions Liability			03-981-67-58	12/31/2019	12/31/2020	Retention:\$500,000 Limit: \$10M

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

CERTIFICATE HOLDER**CANCELLATION**

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

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**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0300

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

TIRRELL BLACK 625-6185

Contact E-Mail

TBLACK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0650 - GRANT FUNDING TO ADDRESS HOUSING AFFORDABILITY

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Contract between the City of Spokane, Neighborhood & Planning Services and the WA State Department of Commerce for E2SHB 1923 grant to adopt a housing action plan.

Summary (Background)

The City has been awarded a grant by WA Commerce in conformance with RCW 36.70A.600 to develop a Housing Action Plan that will examine policies to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Revenue \$ 100,000

1360-99063-99999-33442-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

MEULER, LOUIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PIES 2/24/20

Distribution List

tblack@spokanecity.org

lmeuler@@spokanecity.org

kfreibott@spokanecity.org

korlob@spokanecity.org

jlargent@spokanecity.org

Additional Approvals**Purchasing****GRANTS &**

STOPHER, SALLY

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	NBS – Neighborhood & Planning Services
Subject:	Council acceptance of WA Commerce Grant Award of \$100,000. for Housing Action Plan (HB 1923 Grant)
Date:	February 24, 2020
Author (email & phone):	Tirrell Black, Principal Planner, tblack@spokanecity.org (6185)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Urban Experience & Public Infrastructure, Environment and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link item to guiding document –Comp Plan, Strategic Plan)	Comprehensive Plan, Chapter 6 Housing Strategic Plan - Housing
Strategic Initiative:	Increase housing quality and diversity
Deadline:	The Housing Action Plan must be adopted by April 1, 2021. Commerce requires that last 30% of grant award (\$30,000) be withheld until the Housing Action Plan is adopted.
Outcome:	<p>Housing Action Plan will provide updated demographic and employment data for the city and project housing needs across all sectors not just affordable.</p> <p>Housing Action Plan must identify actions the city can take to address anticipated housing needs.</p>
<u>State Legislative Background</u> <ul style="list-style-type: none"> E2SHB1923 – Increasing Residential Building Capacity – incentivizes cities across Washington State to look at ways to efficiently add housing and to more proactively anticipate the housing need. This legislation has also directed the Runstad Center for Real Estate Studies at UW to begin reporting on statewide residential capacity. In addition to providing grant incentives to local government, this bill made several changes to both the GMA (Growth Management Act RCW 36.70A) and also to SEPA (State Environmental Policy Act RCW43.21C), again to streamline actions that encourage residential capacity. These have been codified in the RCW. 	
<u>Housing Action Plan Components:</u> <ul style="list-style-type: none"> ❖ This plan considers all housing income levels, including affordable. ❖ This plan focuses on creating an implementable set of actions focusing on policy decisions and code amendments that are within the city's ability. ❖ A consultant contract will be entered into to complete the Housing Action Plan, but project management and public engagement will require staff time. ❖ Stakeholders involved in the many sectors of the housing industry regionally are significant. ❖ The majority of cities within the state that have requested this grant are using it toward Housing Action Plans, including City of Spokane Valley. 	
<u>Budget Impact:</u> Other budget impacts: (revenue generating, match requirements, etc.) Grants funds from WA Commerce, no match required. Staff time will be required.	

The required steps in the Housing Action Plan are below.

(a) Quantify existing and projected housing needs for <u>all income levels</u> , including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;
(b) Develop strategies to increase the supply of housing , and variety of housing types needed to serve the housing needs identified in subsection (a)
(c) Analyze population and employment trends , with documentation of projections;
(d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment.
(e) Review and evaluate the current housing element in the City's Comprehensive Plan, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;
(f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and
(g) Identify programs and actions to implement the recommendations of the housing action plan.



Interagency Agreement with

City of Spokane

through

Growth Management Services

For

E2SHB 1923 Grant to adopt a Housing Action Plan

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 20-63314-025

Washington State Department of Commerce
Local Government Division
Growth Management Services
E2SHB 1923 Grant

1. Contractor City of Spokane, Neighborhood & Planning Services 808 W. Spokane Falls Blvd. Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Louis Meuler, Acting Planning Director lmeuler@spokanecity.org , (509) 625-6500 Sally Stopher, Director of Grants, Contracts and Purchasing sstopher@spokanecity.org , (509) 626-6032		4. COMMERCE Representative Ben Serr Senior Planner (509) 724-1699 benjamin.serr@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$100,000.	6. Funding Source State of Washington	7. Start Date Date of Execution	8. End Date June 30, 2021
9. SWV # SWV0003387		10. UBI # 328-013-877	
11. Contract Purpose E2SHB 1923 (2019) grant funding to address housing affordability.			
12. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Mayor Nadine Woodward City of Spokane _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

Actions selected from the menu of twelve actions must be adopted by April 1, 2021 to receive full funding. Budget managers should be aware that the final thirty percent (30%) of the grant award is contingent upon adoption of the selected Action(s).

The final due date for deliverables must be no later than June 15, 2021.

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-025. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Transfers

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE. However, the final deliverable for this grant must be remain thirty percent (30%) of the total grant award and payment for this final deliverable is contingent upon submittal of a copy of the final, adopted local action.

Ineligible Costs

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability or risk pool program and shall be responsible for losses for which it is found liable.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. OWNERSHIP OF MATERIALS DISCLAIMER

Under Section 6 – "Copyright", in the General Terms and Conditions, COMMERCE does not retain an ownership claim for any original copies of Materials adopted and submitted by the CONTRACTOR.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, 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.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. 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.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
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STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Housing Action Plan consistent with RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

Scope of Work – Housing Action Plan

Action: Develop a Housing Action Plan to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market.			
Steps/ Deliverables	Description	Start Date	End Date
Action 1	Project Management: Housing Action Plan, data gathering, and public engagement	Q1 2020	Q2 2021
Step 1.1	Request for proposals and consultant selection process.	Q1 2020	Q2 2020

Step 1.2	Develop a public participation plan to provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; Note: This is an ongoing process and will be implemented throughout the creation and adoption of Housing Action Plan.	Q1 2020	Q2 2020
Step 1.3	Review and evaluate the current housing element in the City's Comprehensive Plan, including an evaluation of progress in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions; Review development regulations and permitting processes for any barriers to housing affordability.	Q2 2020	Q3 2020
Step 1.4	Analyze population and employment trends, with documentation of projections. Quantify existing and projected housing needs for all income levels, including extremely low-income households with documentation of housing and household characteristics, and cost-burdened households; Analysis should include the City of Spokane and adjacent Urban Growth Areas in Spokane County.	Q2 2020	Q4 2020
Deliverable 1	A Housing Needs Assessment	Q2 2020	12/31/2020
Action 2	Develop Strategies to meet identified housing needs		
Step 2.1	Develop strategies to increase the supply of housing, and variety of housing types needed to serve the housing needs identified in previous task;	Q1 2020	Q1 2021
Step 2.2	Consider strategies to minimize displacement of low-income residents resulting from redevelopment;	Q2 2020	Q2 2021
Deliverable 2	A draft summary of strategies developed to increase the supply of housing, increase variety of housing types as needed, include strategies that minimize displacement of low-income residents. Review draft summary strategies for consideration in the implementation schedule.	Q4 2020	03/31/2021
Step 2.3	Draft Housing Action Plan review by staff and public.		

Deliverable 3	Final Draft Housing Action Plan including an implementation schedule of programs and actions for the City to implement to increase residential building capacity.	Q1 2021	03/31/2021
Action 3	Adoption of Housing Action Plan		
Step 3.1	Final Draft available for review by staff and public	Q1 2021	Q2 2021
Step 3.2	Present to plan commission.	Q1 2021	Q2 2021
Step 3.3	Adoption by resolution; city council action.	Q2 2021	Q2 2021
Deliverable 4	Adopted Housing Action Plan, being a synthesis of all previous deliverables and a summary list of actions to be undertaken by the City to achieve the goals of RCW 36.70A.600.	Q2 2021	06/15/2021

Budget

NOTE: The final deliverable for this grant represents thirty percent (30%) of the total grant award and payment is contingent upon submittal of a copy of the final, adopted local action (ordinance).

Action / Deliverables	Commerce Funds
<i>Deliverable 1</i>	<i>\$10,000</i>
<i>Deliverable 2</i>	<i>\$30,000</i>
<i>Deliverable 3</i>	<i>\$30,000</i>
<i>Deliverable 4</i>	<i>\$30,000</i>
Total:	<i>\$100,000</i>

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0301

Renews #**Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

DAVE STEELE X6064

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Cross Ref #**Project #****Bid #****Requisition #**

BT

Agenda Item Name

5900 - ASSET MANAGEMENT - DOWNTOWN POLICE PRECINCT LEASE

Agenda Wording

Relocation of the Downtown Police Precinct - Leasing, Tenant Improvement, Operations Costs and Ongoing Staffing Model. Council Sponsor Lori Kinnear

Summary (Background)

As part of the Mayor's commitment to public safety and in specific the public safety in the downtown core, the project will relocate the Downtown Police Precinct from the Intermodal Facility to the downtown core at 111 North Wall Street. This location is centrally located, vacant and currently available for lease. This is a 10 year lease with an option to terminate after 7 years. Lease terms provide for a 3% increase every year.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ \$155,743.00

0680-30210-21500-54501-68202

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

STEELE, DAVID

Division Director

CRAGO, WES

Finance

SCHMITT, KEVIN

Legal

ODLE, MARI

For the Mayor

CRAGO, WES

Council Notifications**Study Session****Other**

Public Safety Committee

Distribution List

dsteele@spokanecity.org

kschmitt@spokanecity.org

dsingley@spokanepolice.org

spdexecutivestaff@spokanecity.org

Additional Approvals**Purchasing**

LEASE AGREEMENT

Between

ALEXANDER GOODS DEPOT LLC,
a Colorado limited liability company,
Landlord

and

**CITY OF SPOKANE, BY AND THROUGH THE CITY OF SPOKANE POLICE
DEPARTMENT,**
a Washington municipal corporation,
Tenant

PREMISES:
111 N. Wall Street
Suite [REDACTED]
Spokane, Washington 99201

Dated: _____, 2020

Tenant Name: Spokane Police Department

OFFICE LEASE

BASIC LEASE INFORMATION

1. **Date of Lease:** _____, 2020
2. **Building:**
 - a. Address: 111 N. Wall Street, Spokane, Washington 99201
 - b. Building Rentable Area: Approximately 86,810 square feet
3. **Tenant:** City of Spokane, by and through the Spokane Police Department, a Washington municipal corporation.
4. **Premises:**
 - a. Location in Building: First Floor to be known as Suite []
 - b. Premises Rentable Area: 7,846 square feet
5. **Basic Rent:** Tenant's basic rent obligations shall be as follows:

Period	Basic Annual Rent	Basic Monthly Rent
7/1/2020 – 6/30/2021	\$155,743.00	\$12,979.00
7/1/2021 – 6/30/2022	\$160,415.00	\$13,368.00
7/1/2022 – 6/30/2023	\$165,228.00	\$13,769.00
7/1/2023 – 6/30/2024	\$170,185.00	\$14,182.00
7/1/2024 – 6/30/2025	\$175,290.00	\$14,608.00
7/1/2025 – 6/30/2026	\$180,549.00	\$15,046.00
7/1/2026 – 6/30/2027	\$185,965.00	\$15,497.00
7/1/2027 – 6/30/2028	\$191,544.00	\$15,962.00
7/1/2028 – 6/30/2029	\$197,291.00	\$16,441.00
7/1/2029 – 6/30/2030	\$203,209.00	\$16,934.00

**Additional Rent included in Basic Rent for months occurring in Base Year (2020); Commencing January 1, 2021, Additional Rent may be payable subject to Section 2.1 and 2.2.*

6. **Base Year:** January 1, 2020 to December 31, 2020.
7. **Tenant's Share:** []% (See subsection 1.1.2)
8. **Term:** One Hundred and Twenty (120) months
9. **Commencement Date:** July 1, 2020.

Tenant Name: Spokane Police Department

10. **Expiration Date:** April 30, 2030 (unless modified in accordance with the Option to Extend Rider attached hereto).
11. **Permitted Use:** The Premises will be used for the downtown precinct of the City of Spokane Police Department, to include, without limitation, general office use, and storage of bikes and bike equipment and ATV's in the Storage Area as provided in Section 15.26, and for no other purpose without the prior written consent of the Landlord (in its sole discretion). Tenant may use the Premises for interviewing suspects as part of the Permitted Use. In no event shall the Permitted Use include, and Tenant shall not permit the use of the Premises for, a jail, penitentiary, prison, or any other detainee intake or holding facility.
12. **Security Deposit:** \$11,769.00, due within five (5) days of Date of Lease.
13. **Addresses:**

(a) Landlord: Alexander Goods Depot LLC

For Payment of RENT only:

Alexander Goods Depot LLC
c/o Confluent Development, LLC
2240 Blake Street, Suite 200
Denver, Colorado 80205
Attn: Accounts Payable

For NOTICES only:

Alexander Goods Depot LLC
c/o Confluent Development, LLC
2240 Blake Street, Suite 200
Denver, Colorado 80205
Attn: General Counsel
Ph: (303) 339-5185
Fax: (303) 339-5185
Email: chayes@confluentdev.com

(b) Tenant: Spokane Police Department

For Notices prior to the
Commencement Date:

Spokane Police Department
808 W Spokane Falls Blvd.
Spokane, Washington 99201
Attention: Asset Management
Phone: _____

For Notices from and after the
Commencement Date:

Spokane Police Department
808 W Spokane Falls Blvd.
Spokane, Washington 99201
Attention: Asset Management
Phone: _____

Tenant Name: Spokane Police Department

Fax: _____
Email: _____

With a copy to:

Spokane Police Department
808 W Spokane Falls Blvd.
Spokane, Washington 99201
Attention: City Attorney
Phone: _____
Fax: _____
Email: _____

Fax: _____
Email: _____

With a copy to:

Spokane Police Department
808 W Spokane Falls Blvd.
Spokane, Washington 99201
Attention: City Attorney
Phone: _____
Fax: _____
Email: _____

14. **Parking:** N/A
15. **Landlord's Work:** See Work Letter.
16. **Tenant's Work:** See Work Letter.
17. **Tenant Broker:** (See Section 15.7)
18. **Landlord Broker:** (See Section 15.7)

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FOR OFFICE LEASE

[NOTE: TOC TO BE UPDATED BEFORE EXECUTION]

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EXHIBITS TO OFFICE LEASE

Exhibit A	Land Legal Description
Exhibit B	Premises Floor Plan
Exhibit B-1	Storage Area
Exhibit C	Work Letter
Exhibit D	Rules and Regulations
Exhibit E	Acceptance of Premises Memorandum
Option to Extend Rider	

OFFICE LEASE

This Office Lease (this "Lease") is made by and between Alexander Goods Depot, LLC, a Colorado limited liability company ("Landlord"), and the City of Spokane, by and through the City of Spokane Police Department, a Washington municipal corporation ("Tenant"). The Basic Lease Information attached hereto as pages i through iii (the "Basic Lease Information") and all exhibits and other attachments to this Lease are incorporated into this Lease and made a part hereof. Capitalized terms used in this Lease without definitions have the respective meanings assigned to them in the Basic Lease Information.

ARTICLE 1 TERM AND POSSESSION

SECTION 1.1 LEASE OF PREMISES, COMMENCEMENT AND EXPIRATION.

- 1.1.1 Lease of Premises. The Building is constructed on the land described in Exhibit A attached hereto (the "Land"). In consideration of the mutual covenants herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to all the terms and conditions of this Lease. The Premises are shown as the crosshatched area on Exhibit B attached hereto. The Building, the Land, and all other improvements located thereon and appurtenances thereto are referred to collectively herein as the "Property".
- 1.1.2 Rentable Area. The agreed rentable area of the Premises is stipulated to be the Premises Rentable Area, which is set forth in the Basic Lease Information. The Tenant's Share stipulated in the Basic Lease Information has been calculated by dividing the Premises Rentable Area by the Building Rentable Area, then expressing such quotient as a percentage.
- 1.1.3 Term and Commencement. The Term of this Lease shall commence on the Commencement Date and, unless sooner terminated or extended pursuant to the terms of this Lease, shall expire, without notice to Tenant, on the Expiration Date. The initial Term together with any extensions thereof (if any) is herein referred to as the "Term." If the Commencement Date occurs on other than on the first day of the month, such partial month shall be added to the Term and the Expiration Date shall be the last day of the last month of the Term.

SECTION 1.2 COMPLETION AND DELIVERY OF PREMISES.

- 1.2.1 Construction of Landlord's Work. Landlord shall construct the Landlord's Work in the Premises as defined and provided in the Work Letter. Landlord will use reasonable efforts to achieve Substantial Completion (as defined in the Work Letter) of the Landlord's Work on or before July 1, 2020. Notwithstanding anything herein to the contrary, if there is any delay in the completion of the Landlord's Work as a result of any special equipment, fixtures or materials, changes, alterations, or additions requested by Tenant, any delay of

Tenant or Tenant's agents, employees or contractors in submitting information or taking any other action necessary or appropriate for the completion of the Landlord's Work, any delay by Tenant in making any payment to Landlord or any other party required pursuant to this Lease, or any other act or omission of Tenant or Tenant's agents, employees or contractors (collectively, "Tenant Delay"), then the Substantial Completion of the Landlord's Work shall be deemed to be the date on which the Landlord's Work would have been complete but for such Tenant Delay. Except for Landlord's Work, Tenant covenants and agrees that, upon taking possession of the Premises, Tenant shall be deemed to have accepted the Premises "as is" and Tenant shall be deemed to have waived any warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, express or implied, relating to the Premises.

- 1.2.2 Acceptance of Premises Memorandum. Within ten (10) days after Substantial Completion of the Landlord's Work, Landlord and Tenant shall execute the Acceptance of Premises Memorandum in the form attached hereto as Exhibit E; provided, however, if Tenant occupies the Premises for the purpose of conducting its business therefrom and fails to timely execute an Acceptance of Premises Memorandum, the Premises shall be deemed to be Substantially Complete (as defined in the Work Letter) and suitable for the Permitted Use without Tenant's execution of an Acceptance of Premises Memorandum.
- 1.2.3 Access to the Premises prior to Substantial Completion. Tenant, Tenant's contractors and consultants shall have the right to enter upon the Premises with Landlord's prior written approval, such approval not to be unreasonably withheld or delayed, to perform installation of Tenant's telephone systems, office equipment, trade fixtures and furnishings, provided Tenant, Tenant's contractors and consultants shall not interfere with the construction of the Landlord's Work and further provided that such entry shall be subject to all terms and conditions of this Lease other than the obligation to pay Rent. In addition, notwithstanding anything contained herein to the contrary, Landlord may permit Tenant to occupy portions of the Premises which become Substantially Complete prior to the Commencement Date for purposes of conducting Tenant's business, provided that (a) Tenant, Tenant's contractors and consultants shall not interfere with the remaining construction of the Landlord's Work; (b) such entry shall be subject to all terms and conditions of this Lease other than the obligation to pay Basic Annual Rent; and (c) Tenant shall be obligated to pay all Additional Rent for all such portions of the Premises so occupied prior to the Commencement Date.

SECTION 1.3 REDELIVERY OF THE PREMISES. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease pursuant to subsection 13.2.2 below, Tenant shall immediately deliver to Landlord the Premises in a safe, clean, neat, sanitary and operational condition, ordinary wear and tear, damage by casualty and/or condemnation and repairs required to be made by Landlord hereunder excepted, together with all keys and access cards, as applicable. At Landlord's option, (a) all fixtures installed in the Premises shall remain therein and become the property of Landlord, and (b) all voice and data cabling and wiring installed by Tenant shall be removed at Tenant's expense.

SECTION 1.4 HOLDING OVER. If Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall constitute a tenancy at sufferance only, subject, however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder. In such event, Tenant shall be subject to immediate eviction and removal and shall pay Landlord as rent for the period of such holdover an amount equal to one and one-half (1-1/2) times the Basic Annual Rent and Additional Rent (each as hereinafter defined) in effect immediately preceding expiration or termination, as applicable, which payments shall be due and payable on or before the first (1st) day of each month during any holdover period. Tenant shall also pay any actual and consequential damages sustained by Landlord as a result of such holdover but Tenant shall not be liable for punitive or exemplary damages.

ARTICLE 2 RENT

SECTION 2.1 BASIC RENT. Tenant shall pay as annual rent for the Premises the product of the Premises Rentable Area times the annual rate per square foot of Premises Rentable Area shown in the Basic Lease Information (such product is herein called "Basic Annual Rent"). The Basic Annual Rent shall be payable in monthly installments equal to the applicable "Basic Monthly Rent" shown in the Basic Lease Information, and the monthly installments of Basic Annual Rent shall be due in advance, without demand, offset or deduction. Tenant shall pay each monthly installment of Basic Annual Rent on the first (1st) day of each calendar month unless otherwise provided herein. If the Commencement Date occurs on a day other than the first day of the calendar month, the monthly installment of Basic Annual Rent for such partial month shall be prorated. Upon execution of this Lease, Tenant shall pay to Landlord an amount equal to the initial monthly installment of Rent due hereunder and such amount shall be applied to the first installment of Rent due hereunder. All payments shall be payable to Landlord and sent to the payment address or routing number provided to Tenant by Landlord. All payments shall be in the form of check or wire transfer unless otherwise designated by Landlord, provided that payment by check shall not be deemed made if the check is not duly honored with good funds. This is a "Base Year" lease with a Base Year of 2020 (commencing on January 1, 2020 and ending on December 31, 2020). Tenant shall be responsible for paying Additional Rent, as defined in Section 2.2.1(a) below, that exceeds the Operating Expenses and Taxes for the Base Year of 2020. Commencing on January 1, 2021, as Additional Rent, Tenant shall pay Landlord on or before the first (1st) day of each calendar month, together with Tenant's Basic Rent, one-twelfth (1/12th) of Tenant's Share of the amount, if any, by which Operating Expenses and Taxes for the current year exceeds the Operating Expenses and Taxes for the Base Year of 2020.

SECTION 2.2 ADDITIONAL RENT.

2.2.1 Definitions. For purposes of this Lease, the following definitions shall apply:

- (a) "Additional Rent" shall mean the sum of: (i) Tenant's Share multiplied by the Operating Expenses (hereinafter defined) and Taxes (hereinafter defined) for the calendar year in question, plus (ii) any applicable rental, excise, sales, transaction, business activity tax or levy, imposed upon or measured by the rental

required to be paid by Tenant under this Lease during the calendar year in question ("Rental Tax"). Additional Rent shall also include all other costs and expenses which Tenant is obligated to pay to Landlord or any other person or entity under this Lease, whether or not stated or characterized as Additional Rent.

- (b) "Operating Expenses" shall mean all of the costs and expenses Landlord incurs, pays or becomes obligated to pay in connection with operating, maintaining, insuring and managing the Property for a particular calendar year or portion thereof, as reasonably determined by Landlord in accordance with sound accounting principles and all taxes thereon, including, without limitation, all costs of maintaining and managing the Building or any part thereof. Notwithstanding the foregoing, the term Operating Expenses shall not include:
 - (i) management fees payable to the property management company managing the Property (the "Property Manager"), which Property Manager may be an affiliate of Landlord, in excess of the amounts reasonably customary in the marketplace for office buildings comparable to the Building
 - (ii) legal services, if incurred:
 - (A) in connection with tenant defaults, lease negotiations or procuring new tenants, or
 - (B) as the result of a specific claim or action for which another tenant in the Building is obligated under its lease to pay Landlord's legal fees; and
 - (iii) any capital expenditures except for:
 - (A) the cost of any improvements made to the Property by Landlord that are required under any governmental law or regulation which was not promulgated, or which was promulgated but was not applicable to the Building, at the time the Building was constructed, amortized over such period as Landlord shall reasonably determine (but not less than the useful life of such improvement), together with an amount equal to interest on the unamortized balance thereof at a rate which is equal to the sum of two percent (2%) per annum plus the annual "Prime Rate" published by The Wall Street Journal in its listing of "Money Rates," or if such rate is no longer published, a comparable rate of interest listed in a nationally circulated publication reasonably selected by Landlord, provided that such sum may in no event exceed the maximum interest allowed to be contracted for under applicable law (such sum is herein called the "Amortization Rate");

- (B) the cost of any improvement made to the Common Areas or Service Corridors of the Property that is required under interpretations or regulations issued after the Commencement Date under, or amendments made after the Commencement Date to, the applicable provisions of state laws which apply to persons with disabilities and the provisions of the American With Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (such statutes, interpretations and regulations are herein collectively called the "Disability Acts"), amortized over such period as Landlord shall reasonably determine (but not less than the useful life of such improvement), together with an amount equal to interest on the unamortized balance thereof at a rate which, on the date the improvement in question is fully completed, is equal to the Amortization Rate;
- (C) the cost of any other equipment installed in, or capital improvement made to, the Building to the extent such equipment reduces Operating Expenses, increases energy efficiency and/or decreases the Building's use of natural resources or eliminates waste of the same, amortized over such period as is reasonably determined by Landlord (but not less than the useful life of such improvement), together with an amount equal to interest on the unamortized balance thereof at a rate, which on the date the device or equipment in question is fully installed, is equal to the Amortization Rate;
- (D) Reserved;
- (iv) any costs or expenses associated with the leasing, marketing, solicitation, negotiation and execution of leases in the Building including without limitation promotional and advertising expenses, commissions, finders fees and referral fees, accounting, legal and other professional fees and expenses relating to the negotiation and preparation of any lease;
- (v) any costs or expenses originally incurred in connection with the initial design and construction of the Building;
- (vi) any portion of the wages, salaries, benefits, reimbursable expenses and taxes (or allocations thereof) paid to full and part time personnel of Landlord or Property Manager (collectively, "Compensation Expenses") to the extent any employee's time is devoted to efforts unrelated to the maintenance and operation of the Building, provided that in no event shall Compensation Expenses of Property Manager which are included in Operating Expenses exceed the then prevailing market compensation expense for a full-time building manager in comparable office buildings;
- (vii) any costs or expenses incurred in connection with upgrading the Building to comply with life safety codes, ordinances, statutes or other laws in effect

prior to the Date of Lease or to comply with a tenant's separate specific request;

- (viii) any costs or expenses related to monitoring, testing, removal, cleaning, abatement or remediation of any Hazardous or Toxic Materials (hereinafter defined) in the Building or on the Land except for such costs and expenses which relate to monitoring, testing, removal, clearing, abatement or remediation of substances which were designated as Hazardous or Toxic Materials after the Date of Lease;
 - (ix) any costs of any service or items sold or provided to tenants or other occupants for which Landlord or Landlord's managing agent has been or is entitled to be reimbursed by such tenants or other occupants for such service;
 - (x) any costs or expenses in connection with services or other benefits which are provided to another tenant or occupant of the Building and which do not benefit Tenant;
 - (xi) any costs for the purchase of sculptures, paintings, fountains or other objects of art or the display of such items;
 - (xii) any increase in Landlord's insurance premiums caused by a specific use of another tenant;
 - (xiii) any Operating Expense covered by insurance or condemnation proceeds or reimbursed pursuant to warranty or service contracts; or
 - (xiv) any costs or expenses incurred in connection with the renovation of space or construction of improvements for another tenant of the Building.
- (c) "Taxes" shall mean (i) all real estate taxes and other taxes or assessments which are levied with respect to the Property or any portion thereof for each calendar year (but excluding any penalties thereon), (ii) any tax, surcharge or assessment, however denominated, including any excise, sales, capital stock, assets, franchise, transaction, business activity, privilege or other tax (other than any Rental Tax), which is imposed upon Landlord or the Property and which is attributable to rent or other revenue derived from the Property or which is imposed as a supplement to or in lieu of real estate taxes or as a means of raising government revenue to replace revenue lost because of a reduction in real estate taxes, and (iii) the costs and expenses of a consultant, if any, or of contesting the validity or amount of any tax, surcharge or assessment described in clause (i) or (ii) above.

2.2.2 Gross-Up. If the Building is not 95% occupied during any calendar year or partial calendar year or if Landlord is not supplying services to 95% of the total square footage of Building Rentable Area at any time during a calendar year or partial calendar year,

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Operating Expenses shall be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the square footage of Building Rentable Area during that calendar year; provided, however, that Landlord agrees that Landlord will not collect or be entitled to collect Operating Expenses from all of its tenants of the Building in an amount which is in excess of one hundred percent (100%) of the Operating Expenses actually paid or incurred by Landlord in connection with the operation of the Property. The extrapolation of Operating Expenses under this subsection 2.2.2 shall be performed by Landlord by adjusting the cost of those components of Operating Expenses that are impacted by changes in the occupancy of the Building, including, without limitation, electricity and management fees.

2.2.3 Payment Obligation. In addition to the Basic Rent specified in this Lease, Tenant shall pay to Landlord the Additional Rent in monthly installments as hereinafter provided. Landlord shall have the right to reasonably estimate Tenant's Share of the amount, if any, by which Operating Expenses and Taxes for the then current year exceeds the Operating Expenses and Taxes for the Base Year of 2020. Landlord shall use reasonable efforts to provide Tenant with written notice of Tenant's estimated Additional Rent for the next calendar year and the amount of the monthly installment of Additional Rent due for such year by December 15 of each calendar year or as soon thereafter as is reasonably possible. Landlord shall have the right to increase Tenant's estimated Additional Rent during any calendar year if Landlord reasonably believes Operating Expenses and/or Taxes have increased (or are likely to increase) during such year. Beginning on January 1, 2021 and each month thereafter, Tenant shall pay to Landlord the applicable monthly installment of Additional Rent, without demand, offset or deduction, provided, however, if the applicable installment covers a partial month, then such installment shall be prorated on a daily basis.

- (a) Within a reasonable time after the conclusion of each calendar year, Landlord shall compute the actual amount, if any, by which the actual Operating Expenses and Taxes for such calendar year exceed the actual Operating Expenses and Taxes for the Base Year of 2020. Within ninety (90) days after the end of each calendar year or as soon thereafter as is reasonably possible, Landlord shall prepare and deliver to Tenant a statement showing Tenant's actual Additional Rent for the applicable calendar year. If Tenant's total monthly payments of estimated Additional Rent for the applicable year are less than Tenant's actual Additional Rent, then Tenant shall pay to Landlord the amount of such underpayment. If Tenant's total monthly payments of estimated Additional Rent for the applicable year are more than Tenant's actual Additional Rent, then Landlord shall pay such amount to Tenant or, at Landlord's option, credit against the next Additional Rent payment or payments due from Tenant the amount of such overpayment. This provision shall survive the expiration or earlier termination of this Lease with respect to the calendar year in which the Expiration Date or termination date occurs.
- (b) Within ninety (90) days after the Expiration Date or termination date of this Lease or as soon thereafter as is reasonably possible, Landlord shall prepare and

deliver to Tenant a statement (the "Final Additional Rent Statement") showing Tenant's actual Additional Rent for the period beginning January 1 of the year in which the Expiration Date or termination date occurs and ending on the Expiration Date or termination date (such period is herein called the "Final Additional Rent Period"). Landlord shall have the right to estimate the actual Operating Expenses and Additional Rent allocable to the Final Additional Rent Period which are not determinable within such ninety (90) day period. If the aggregate of Tenant's monthly payments of estimated Additional Rent for the Final Additional Rent Period are less than Tenant's actual Additional Rent for such period as set forth in the Final Additional Rent Statement, then Tenant shall pay to Landlord the amount of such underpayment. If Tenant's monthly payments of estimated Additional Rent for the Final Additional Rent Period are more than Tenant's actual Additional Rent for such period as set forth in the Final Additional Rent Statement, Landlord shall pay to Tenant the amount of such excess payments, less any amounts then owed to Landlord.

- (c) Landlord will cause adequate books and records for Operating Expenses, Taxes and other amounts relevant to Tenant's obligations under this Lease to be maintained in accordance with the provisions set forth herein. Unless Tenant takes written exception to any item within forty-five (45) days after delivery to Tenant of an annual statement or a statement delivered for the Final Additional Rent Period, such statement shall be considered as final and accepted by Tenant. Within ten (10) business days following a request from Tenant, Landlord shall furnish written explanations to Tenant in reasonable detail for any computation made under this Lease. If Tenant questions such computation following receipt of such explanation, Tenant, within ten (10) business days following receipt of such explanation, shall give notice thereof to Landlord, and Landlord and Tenant shall, within twenty (20) business days thereafter, discuss, in good faith, such computation.
- (d) If the amount of Tenant's Share of Operating Expenses increases by more than three percent (3%) or more over the prior year, Tenant shall have the right to perform, at Tenant's expense, an audit of Landlord's books and records to verify Landlord's calculation of the actual Operating Expenses, provided that such audit shall be conducted by an unrelated, third party certified public accountant who is not a tenant in the Building, reasonably acceptable to Landlord, and not compensated on a contingent fee basis. Any such audit shall be conducted, if at all, (i) no later than one hundred twenty (120) days after delivery to Tenant of the annual statement in question, and within sixty (60) days after Landlord's receipt of prior written notice that Tenant has decided to perform an audit, (ii) during Landlord's normal business hours, (iii) at the place where Landlord maintains its records, and (iv) on a confidential basis. The auditor's report reflecting the results of such audit shall properly apply the definition of "Operating Expenses" set forth in the Lease and include a certification that it was prepared in accordance with such definition of Operating Expenses. Prior to finalizing its report, Tenant's auditor shall present its findings in draft form to Landlord for review. Landlord

may discuss the findings with the auditor and offer comments, explanations and suggested changes to the report as Landlord believes appropriate. The final report of Tenant's auditor and the determinations set forth therein ("Tenant's Auditor's Report"), if prepared in accordance with this subparagraph and if updated as necessary to properly incorporate Landlord's comments, explanations and suggested changes, shall be binding on Landlord and Tenant. If Tenant's Auditor's Report reflects an overcharge in the total actual Operating Expenses of more than four percent (4%) in the aggregate for such audited calendar year, then Landlord shall reimburse Tenant for all actual reasonable out-of-pocket third-party costs (excluding travel costs) incurred by Tenant in connection with Tenant's Auditor's Report. If Tenant's Auditor's Report reflects that the actual Operating Expenses were overcharged or undercharged in the audited calendar year, Tenant shall, within twenty (30) days after receipt of such report, pay to Landlord the amount of any underpayment or, if applicable, Landlord shall pay to Tenant the amount of any overpayment.

SECTION 2.3 RENT DEFINED AND NO OFFSETS. Basic Annual Rent, Additional Rent and all other sums (whether or not expressly designated as rent) required to be paid to Landlord by Tenant under this Lease (including, without limitation, any sums payable to Landlord under any addendum, exhibit or schedule attached hereto) shall constitute rent and are sometimes collectively referred to as "Rent". Each payment of Rent shall be paid by Tenant when due, without prior demand therefor and without deduction or setoff.

SECTION 2.4 LATE CHARGES; INTEREST RATE. If any Rent under this Lease shall not be paid within five (5) days after the date such payment is due, a "Late Charge" of ten percent (10%) of the payment then overdue may be charged by Landlord to defray Landlord's administrative expense incident to the handling of such overdue payments. Furthermore, any amount due from Tenant to Landlord which is not paid within ten (10) days after the date due shall bear interest at the lower of (i) eighteen percent (18%) per annum or (ii) the highest rate from time to time allowed by applicable law (such lower interest rate being the "Interest Rate"), from the date such payment is due until paid.

ARTICLE 3 SECURITY DEPOSIT

If a Security Deposit is specified in the Basic Lease Information, Tenant will pay Landlord on the Date of Lease such Security Deposit as security for the performance of the terms hereof by Tenant. Tenant shall not be entitled to interest thereon and Landlord may commingle such Security Deposit with any other funds of Landlord. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. If a default by Tenant shall occur under this Lease, Landlord may, but shall not be required to, from time to time, without prejudice to any other remedy, use, apply or retain all or any part of this Security Deposit for the payment of any Rent or any other sum in default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including, without limitation, costs and attorneys' fees incurred by Landlord to recover possession of the Premises. If Landlord shall use, apply or retain all or any part of the Security Deposit as

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provided for above, Tenant shall restore the Security Deposit to the amount set forth in the Basic Lease Information within thirty (30) days after receipt of notice from Landlord. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, including an end of Term walk through with Landlord, the Security Deposit shall be returned to Tenant within thirty (30) days after the Expiration Date.

ARTICLE 4 OCCUPANCY AND USE

SECTION 4.1 USE OF PREMISES.

- 4.1.1 General. The Premises shall, subject to the remaining provisions of this Section, be used solely for the Permitted Use. Without limiting the foregoing, Tenant shall comply with all laws, statutes, ordinances, orders, permits and regulations affecting Tenant's use and occupancy of the Premises. Tenant will not do or permit anything which may disturb the quiet enjoyment of any other tenant of the Property.
- 4.1.2 Landlord's Compliance Obligation. Landlord shall comply with all laws, statutes, ordinances, orders and regulations relating to the Property (exclusive, however, of those with which Tenant is obligated to comply by reason of subsection 4.1.1) as of the Date of Lease. Landlord shall also be responsible for causing the Common Areas to be in compliance with the Disability Acts.
- 4.1.3 Hazardous and Toxic Materials.
- (a) For purposes of this Lease, hazardous or toxic materials shall mean asbestos containing materials and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals (individually and collectively, "Hazardous or Toxic Materials") under then-current applicable governmental laws, rules or regulations or that are subject to any right-to-know laws or requirements (individually and collectively, "Environmental Laws").
 - (b) Tenant shall not knowingly incorporate into, or use or otherwise place or dispose of at the Premises or any other portion of the Property, any Hazardous or Toxic Materials, except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (i) such materials are in small quantities, properly labeled and contained, and (ii) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal. If Tenant or its employees, agents or contractors shall ever violate the provisions of paragraph (b) of this subsection 4.1.3 or otherwise contaminate the Premises or the Property, then, at Landlord's election, either Tenant or Landlord shall clean, remove and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards (the "Remediation Work"). If Tenant performs such work, Tenant shall

repair any damage to the Premises or the Property (collectively with the Remediation Work, "Tenant's Environmental Corrective Work") in such period of time as may be reasonable under the circumstances after written notice by Landlord. If n the event Landlord performs the Tenant's Environmental Corrective Work, within thirty (30) days after receiving an invoice, Tenant shall reimburse Landlord for the costs incurred by Landlord to perform such Tenant's Environmental Corrective Work. Tenant's obligations under this subsection 4.1.3(b) shall survive the expiration or earlier termination of this Lease.

- (c) Landlord has no current actual knowledge of the presence of, and Landlord shall not knowingly dispose of at the Premises or any other portion of the Property, any Hazardous or Toxic Materials that would materially and adversely affect Tenant's access, use or occupancy of the Premises or otherwise pose any material risk or material threat to the health, safety or welfare of Tenant or any of its employees or guests.

SECTION 4.2 RULES AND REGULATIONS. Tenant will comply with all rules and regulations applying to tenants in the Building (the "Rules and Regulations") as may be adopted and uniformly applied from time to time by Landlord for (a) the management, safety, care and cleanliness of, and the preservation of good order and protection of property in, the Premises and the Building and at the Property, (b) the increase in energy efficiency of the Building and the Property, (c) the decrease in the use of natural resources in the Building and the Property or the waste of the same, (d) recycling of reusable items, and (e) such other goals which result in the decrease in the carbon footprint of the Building and the Property. Landlord reserves the right, without approval from Tenant, to rescind, supplement and amend any Rules and Regulations and to waive any Rules and Regulations with respect to any tenant or tenants so long as any change in the Rules and Regulations does not diminish the rights granted to Tenant in this Lease. The Rules and Regulations in effect on the date hereof are attached hereto as Exhibit D to this Lease. All changes and amendments to the Rules and Regulations sent by Landlord to Tenant in writing and conforming to the foregoing standards shall be carried out and observed by Tenant. In the event of any conflict between the Rules and Regulations and the provisions of this Lease, the provisions of this Lease shall prevail. Landlord hereby reserves all rights necessary to implement and enforce the Rules and Regulations.

SECTION 4.3 ACCESS. Without being deemed guilty of an eviction of Tenant and without abatement of Rent, Landlord and its authorized agents shall have the right to enter the Premises upon reasonable notice to Tenant, which notice may be oral, to inspect the Premises, to show the Premises to prospective lenders or purchasers, and to fulfill Landlord's obligations or exercise its rights under this Lease and other leases for space in the Building and, upon Landlord's receipt of a notice of non-renewal from Tenant and in any event during the last nine (9) months of the Term, to show the Premises to prospective tenants. Landlord shall have the right to use any and all means which Landlord may deem proper to enter the Premises in an emergency. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned thereby. Landlord shall at all times have and retain a key with which to unlock the doors to and within the Premises, excluding Tenant's vaults and safes.

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SECTION 4.4 QUIET POSSESSION. Provided Tenant timely pays Rent and performs all of the covenants, conditions and provisions on Tenant's part to be performed hereunder, Tenant shall have the quiet possession of the Premises for the entire Term hereof, subject to all of the provisions of this Lease.

SECTION 4.5 PERMITS. Landlord shall obtain the certificate of occupancy (or its equivalent), if any, required for Tenant's occupancy of the Premises following construction of the Landlord's Work. If any additional governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof, Tenant, at its expense, shall procure and thereafter maintain such license or permit. Additionally, if any subsequent alteration or improvement is made to the Premises by Tenant, Tenant shall, at its expense, take all actions to procure any such modification or amendment or additional permit.

ARTICLE 5 UTILITIES AND SERVICES

SECTION 5.1 SERVICES TO BE PROVIDED.

Landlord agrees to furnish to the Premises the utilities and services described in subsections 5.1.1 through 5.1.5 below. As used in this Lease, "Tenant's Business Hours" shall mean 6:00 A.M. to 2:00 A.M., seven (7) days a week, including holidays. Building access shall be available twenty-four (24) hours a day, seven (7) days a week, except in the event of emergencies, maintenance or repairs.

5.1.1 Heat and Air Conditioning. During Tenant's Business Hours, Landlord shall ventilate the Premises and furnish heat or air conditioning, at such temperatures and in such amounts as is customary in buildings of comparable size and quality to, and in the general vicinity of, the Building, with such adjustments as may be reasonably necessary for the comfortable occupancy of the Premises, subject to events of force majeure and any governmental requirements, ordinances, rules, regulations, guidelines or standards relating to, among other things, energy conservation. Tenant shall, as Additional Rent, reimburse Landlord for the costs incurred by Landlord in providing HVAC service to the Premises during Tenant's Business Hours, together with any additional costs incurred by Landlord from time to time in maintaining and repairing such HVAC system as a result of Tenant's more intensive use thereof (as compared to other office tenants in the Building), within thirty (30) days after receipt of an invoice therefor. If HVAC service is not separately metered to the Premises, then Landlord shall have the right to charge Tenant for any such excessive use of HVAC service by Tenant (as compared to other office tenants in the Building) in an amount determined in Landlord's reasonable discretion, or require that Tenant, at its sole cost, have HVAC service sub-metered for the Premises.

5.1.2 Electricity. Landlord shall furnish electrical power for heating and air-conditioning services as described in subsection 5.1.1 and for lighting, including Tenant's lighting and office equipment as described herein. Landlord shall use commercially reasonable efforts to furnish such electrical power in a cost-effective and environmentally

responsible manner using environmentally responsible equipment, fixtures and supplies. Landlord shall furnish to the Premises electrical power for Tenant's lighting in compliance with the governing energy code. Additionally, Landlord shall furnish 120 volt power to the Premises for electrical outlets to operate Tenant's standard office equipment and the equipment to be installed in the Premises pursuant to the Landlord's Work (as defined in the Work Letter). If Landlord determines (in its sole and reasonable discretion) that Tenant is using an excessive amount of electrical power as compared to other tenants in the Building ("Excess Electrical Consumption"), then Landlord shall have the right to (i) charge Tenant for any such Excess Electrical Consumption by Tenant in an amount determined in Landlord's sole and reasonable discretion, and/or (ii) install, or require Tenant to install, at Tenant's expense, a submeter to separately measure electricity consumption for the Premises ("Submeter"). The actual cost of such electrical usage as measured by such Submeter ("Excess Electrical Cost") shall be paid by Tenant. Landlord agrees that Tenant may operate dedicated data/server rooms within the Premises and that all electrical usage of such rooms, including supplemental air, will be separately submetered at Tenant's expense and the electrical usage, as measured by such Submeter shall be paid by Tenant as Excess Electrical Cost.

- 5.1.3 Water. Landlord shall furnish cold water for drinking and cleaning and hot and cold water for lavatory and kitchen (if applicable) purposes only, at the points of supply generally provided in the Building.
- 5.1.4 Common Areas. Landlord shall perform routine maintenance in the Common Areas.
- 5.1.5 Bulbs and Ballasts. As necessary, Landlord shall provide bulbs and ballasts for the lighting fixtures in the Premises which are standard for the Building. Landlord shall also provide bulbs and ballasts for fixtures which are not standard for the Building ("Non-Building Standard"), provided Tenant shall pay Landlord's standard charge therefor. All amounts due under this Section for such Non-Building Standard bulbs and ballasts shall be paid to Landlord within thirty (30) days after receipt of an invoice therefor.

SECTION 5.2 ADDITIONAL SERVICES. In addition to the charges set forth in subsection 5.1.1 Landlord may impose a reasonable charge for any other services provided by Landlord by reason of any use of the services at any time other than 6:00 A.M. to 6:00 P.M. Monday through Friday, and 7:00 A.M. to 1:00 P.M. Saturday, except for New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day and any other national holidays observed by most businesses in the same market area as the Building, or beyond the levels or quantities that Landlord agrees herein to furnish.

SECTION 5.3 SERVICE INTERRUPTION.

- 5.3.1 Service Interruption/Waiver of Landlord Liability. Landlord shall not be liable for and, except as provided in subsection 5.3.2 below, Tenant shall not be entitled to any abatement or reduction of Rent by reason of, interruption of any of the foregoing services when such interruption is caused by circumstances beyond Landlord's reasonable

control, nor shall any such interruption be construed as an eviction (constructive or actual) of Tenant or as a breach of the implied warranty of suitability, or relieve Tenant from the obligation to perform any covenant or agreement herein and in no event shall Landlord be liable for damage to persons or property (including, without limitation, business interruption), or be in default hereunder, as a result of any such interruption or results or effects thereof.

- 5.3.2 Limited Right to Abatement of Rent. If any portion of the Premises becomes unfit for occupancy because of any interruption of the services required under subsections 5.1.1 through 5.1.3 above as a result of Landlord's act or omission, and provided such failure is not caused by Tenant or any of Tenant's respective agents or employees, and if the Premises remain unfit for occupancy and are actually unoccupied because of such failure for any period (other than a reconstruction period conducted pursuant to Section 7.1 or Article 8 below) exceeding five (5) consecutive business days after written notice by Tenant to Landlord, Tenant shall be entitled to a fair partial abatement of Basic Annual Rent and Additional Rent for any such portion of the Premises from the expiration of such five (5) business day period until such portion is again fit for occupancy.

SECTION 5.4 TELECOMMUNICATION EQUIPMENT. If Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Building, no such provider shall be permitted to install its lines or other equipment within the Building without first securing the prior written approval of Landlord, which approval Landlord shall not unreasonably delay, condition, or deny.

ARTICLE 6 MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

SECTION 6.1 LANDLORD'S OBLIGATION TO MAINTAIN AND REPAIR. Landlord shall maintain the foundation, floor and ceiling slabs, roof, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), all Common Areas, Service Corridors and Service Areas (collectively the "Building Structure"; all as defined in Section 15.5) and core Building mechanical, electrical, life safety, plumbing, sprinkler systems and core HVAC systems (collectively, the "Building Systems") and shall operate the Building in a manner comparable to similar office buildings in the area. Notwithstanding anything in this Lease to the contrary, Tenant shall be neither required nor permitted to make any repair to, modification of, or addition to the Building Structure and/or the Building Systems except to the extent required (and after prior written approval by Landlord using contractors approved in writing by Landlord) because of Tenant's use of all or a portion of the Premises for other than normal and customary business office operations. Except for the elements of the Building described herein, Landlord shall not be required to maintain or repair any portion of the Premises.

SECTION 6.2 TENANT'S OBLIGATION TO MAINTAIN AND REPAIR.

- 6.2.1 Tenant's Obligation. Tenant shall, at Tenant's sole cost and expense, (i) maintain and keep the Premises (including, but not limited to, all fixtures, walls, ceilings, floors, doors, windows [except replacement of exterior plate glass], appliances, supplemental HVAC

units, data and phone cables, satellite dishes, antennas and any and all other equipment which is a part of or serves the Premises) in good repair and condition, ordinary wear and tear excepted, and (ii) repair or replace any damage or injury done to the Building or any other part of the Property caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors. All repairs and replacements performed by or on behalf of Tenant shall be performed diligently, in a good and workmanlike manner and in accordance with applicable governmental laws, rules, and regulations. Tenant shall perform or contract for and promptly pay for janitorial and cleaning services, and security systems and services, for the Premises.

- 6.2.2 Rights of Landlord. If Tenant fails, in the reasonable judgment of Landlord, to maintain and repair the Premises in good order, condition and repair, Landlord shall have the right to perform such maintenance, repairs and replacements, and Tenant shall pay Landlord, as additional Rent, the cost thereof plus a management fee of ten percent (10%) of such cost.

SECTION 6.3 IMPROVEMENTS AND ALTERATIONS.

- 6.3.1 Landlord's Construction Obligations. Landlord's sole construction obligations under this Lease are as set forth in Exhibit C attached hereto.
- 6.3.2 Alteration of Building. Landlord shall have the right to repair, change, redecorate, alter, improve, modify, renovate, enclose or make additions to any part of the Property (including, without limitation, structural elements, ventilation components, chases, and load bearing elements within the Premises and to enclose and/or change the arrangement and/or location of driveways or parking areas, if applicable, or landscaping or other Common Areas of the Property), all without being held guilty of an actual or constructive eviction of Tenant or breach of the implied warranty of suitability and without an abatement of Rent (the "Reserved Right"). When exercising the Reserved Right, Landlord will interfere with Tenant's use and occupancy of the Premises as little as is reasonably practicable.
- 6.3.3 Alterations and Installations by Tenant. Tenant shall not, without the prior written consent of Landlord, not to be unreasonably withheld, make any alterations to, or install any equipment or machinery of any kind (other than office equipment and unattached personal property) in the Premises (all such alterations are herein collectively referred to as "Installations"). Notwithstanding the foregoing, Tenant shall be able to make non-structural, internal alterations to the Premises which do not involve the mechanical, electrical or plumbing systems of the Building and cost less than \$10.00 per square foot of the Premises Rentable Area without the prior consent of Landlord so long as Tenant gives Landlord reasonable prior written notice of its intent to make such alterations and the dates when such work is to be done and Tenant performs such work in compliance with all of the Building rules and regulations and insurance requirements related to construction. In addition, Tenant shall give Landlord reasonable prior written notice of its intent to make any Installations which cost in excess of \$5.00 per square foot of the Premises Rentable Area. All work performed by Tenant or its contractor relating to the

Installations shall be performed diligently and in a good and workmanlike manner, and shall conform to applicable governmental laws, rules and regulations, Landlord's insurance requirements and all rules for performing work in the Building. Upon completion of the Installations, Tenant shall deliver to Landlord "as built" plans in a format acceptable to Landlord. If Landlord performs any Installations after completion of the Landlord's Work, Tenant shall pay Landlord, as Rent, the cost thereof plus a construction management fee of five percent (5%) of such cost. All Installations that constitute improvements constructed within the Premises shall be surrendered with the Premises at the expiration or earlier termination of this Lease, unless prior to construction of the Installations and as a condition of Landlord's approval thereof, Landlord requires that some or all of the Installations be removed by Tenant at Tenant's sole cost and expense upon termination or expiration of this Lease. **TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DEMANDS, CLAIMS, CAUSES OF ACTION AND LIENS ARISING FROM OR IN CONNECTION WITH ANY INSTALLATIONS PERFORMED BY OR ON BEHALF OF TENANT BY TENANT'S CONTRACTORS.** Landlord will have the right to periodically inspect the work on the Premises and may require changes in the method or quality of the work if necessary to cause the work to comply with the requirements of this Lease.

ARTICLE 7

INSURANCE AND CASUALTY

SECTION 7.1 TOTAL OR PARTIAL DESTRUCTION OF THE BUILDING, THE PROPERTY, OR THE PREMISES.

- (a) Total Destruction. If the Building or Property should be totally destroyed by fire or other casualty or if either the Building or the Premises should be so damaged that rebuilding or repairs cannot be completed, in Landlord's reasonable opinion, within one hundred eighty (180) days after commencement of repairs to the Building or the Premises, as applicable, Landlord shall within thirty (30) days after the casualty provide written notice of its opinion to Tenant, and either Landlord or Tenant may, at its option, terminate this Lease, in which event Basic Annual Rent and Additional Rent shall be abated during the unexpired portion of this Lease effective as of the date of such damage. Landlord shall exercise the termination right pursuant to the preceding sentence, if at all, by delivering written notice of termination to Tenant within ten (10) days after determining that the repairs cannot be completed within one hundred eighty (180) days. Tenant shall exercise its termination right pursuant to this Section 7.1(a), if at all, by delivering written notice of termination to Landlord within ten (10) days after being advised by Landlord that the repairs cannot be completed within one hundred eighty (180) days or that the Premises will be unfit for occupancy or inaccessible by reasonable means for at least one hundred eighty (180) days after commencement of repairs to the Building.

- (b) Partial Destruction; Failure to Terminate. If the Building and/or the Premises should be partially destroyed by fire or other casualty or if the Building and/or the Premises is completely destroyed and neither Landlord nor Tenant elects to terminate this Lease pursuant to subsection 7.1(a), then Landlord shall promptly commence (and thereafter pursue with reasonable diligence) preparation of the plans and specifications for the repair of the Building and/or the Premises (including the Landlord's Work except as set forth in the next sentence) and thereafter diligently pursue repairing the Building and/or the Premises to substantially the same condition which existed immediately prior to the occurrence of the casualty. To the extent the Landlord's Work include any items required to be insured by Tenant under subsection 7.2.1(b) below, Landlord shall have the obligation to repair such items only to the extent the proceeds of such insurance are disbursed to Landlord for such repair.
- (c) Limitation on Landlord's Obligations; Abatement of Rent. In no event shall Landlord be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, inventory, supplies or any other personal property or any other improvements (except the Landlord's Work to the extent set forth in subsection (b) above), which may have been placed by Tenant within the Building or the Premises. Landlord shall allow Tenant a fair diminution of Basic Annual Rent and Additional Rent during the time the Premises are unfit for occupancy; provided, however, if the casualty in question was caused by Tenant, its agents, employees, licensees or invitees, Basic Annual Rent and Additional Rent shall be abated only to the extent Landlord is compensated for such Basic Annual Rent and Additional Rent by loss of rents insurance, if any.
- (d) Termination Resulting from Mortgagee's Use of Proceeds. Notwithstanding Landlord's restoration obligation, if any mortgagee under a deed of trust or mortgage on the Building should require that the insurance proceeds be used to retire or reduce the mortgage debt or if the insurance company issuing Landlord's fire and casualty insurance policy fails or refuses to pay Landlord the proceeds under such policy, Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice by Landlord to Tenant.
- (e) Insurance Proceeds. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

SECTION 7.2 TENANT'S INSURANCE. [NOTE: INSURANCE UNDER REVIEW BY LANDLORD'S RISK MANAGEMENT GROUP]

- 7.2.1 Types of Coverage. From and after the date of this Lease, Tenant will carry, at its expense, the insurance set forth in this Section.
 - (a) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage occurring upon, in or about the Premises (including contractual indemnity and liability coverage), such insurance to provide coverage of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate, with a

deductible reasonably acceptable to Landlord. All insurance coverage required under this subsection (a) shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease to the extent such indemnity would be covered by commercial general liability insurance. Additionally, each such policy of insurance required under this subsection shall expressly insure Tenant and, as additional insureds, both Landlord and Property Manager.

- (b) Property Insurance. Property insurance on an all-risk basis (including coverage against fire, wind, tornado, vandalism, malicious mischief, water damage and sprinkler leakage) covering all tenant owned fixtures, equipment and leasehold improvements, and other personal property located in the Premises and endorsed to provide one hundred percent (100%) replacement cost coverage. Such policy will be written in the name of Tenant. The property insurance may, with the consent of the Landlord, provide for a reasonable deductible.
- (c) Workers Compensation' and Employer's Liability Insurance. Worker's compensation insurance together with employer's liability insurance in an amount of at least \$1,000,000.00.
- (d) Hired and Non-Owned Auto Liability Insurance. Hired and Non-Owned Auto Liability Insurance covering Tenant and its employees and agents in an amount of at least \$500,000 per occurrence.

7.2.2 Other Requirements of Insurance. All such insurance will be issued and underwritten by companies with an AM Best rating of A or better and will contain endorsements that (a) such insurance may not lapse with respect to Landlord or Property Manager or be canceled or amended with respect to Landlord or Property Manager without the insurance company giving Landlord and Property Manager at least thirty (30) days prior written notice of such cancellation or amendment, (b) Tenant will be solely responsible for payment of premiums, (c) in the event of payment of any loss covered by such policy, Landlord or Landlord's designees will be paid first by the insurance company for Landlord's loss, and (d) Tenant's insurance is primary in the event of overlapping coverage which may be carried by Landlord. Alternatively, Tenant may self-insure for each of the insurance coverages required of Tenant under this Lease, provided that any self-insurance by Tenant shall be upon the terms and conditions of Section 7.2.4 below.

7.2.3 Proof of Insurance. Within fifteen (15) days after the Date of Lease, but in any event prior to the Commencement Date, Tenant shall deliver to Landlord duly executed, original certificates of such insurance evidencing in-force coverage. Further, at least fifteen (15) days prior to the expiration of the policy in question, Tenant shall deliver to Landlord a duly executed, original certificate of insurance evidencing the renewal of each insurance policy required to be maintained by Tenant hereunder. Alternatively, Tenant may provide Landlord with a letter of self-insurance, provided that any self-insurance by Tenant shall be upon the terms and conditions of Section 7.2.4 below.

- 7.2.4 Self-Insurance. The originally named Tenant in this Lease shall have the right to self-insure for any insurance requirements contained herein, upon the following terms and conditions: (i) “Self-insure” shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof and Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease; (ii) all amounts that Tenant pays or is required to pay and all loss or damages resulting from risks for which Tenant has elected to self-insure shall be subject to the waiver of subrogation provisions of this Lease and shall not limit Tenant's indemnification obligations set forth under this Lease; (iii) Tenant shall maintain and have available for payment of claims hereunder at all times a self-insurance fund of at least \$ _____ **[NOTE: WHAT IS APPROPRIATE AMOUNT?]**; and (iv) upon written request of Landlord during any period when Tenant is self-insuring hereunder, Tenant shall provide Landlord with evidence (reasonably satisfactory to Landlord) of the then-current balance of such self-insurance fund. The obligations of Tenant under this Section 7.2.4 are independent and shall remain in full force and effect notwithstanding any breach of any provision of this Lease by Landlord.

SECTION 7.3 LANDLORD’S INSURANCE.

- 7.3.1 Property Insurance. From and after the Date of Lease, Landlord will carry a policy or policies of all risk extended coverage insurance covering the Property (excluding property required to be insured by Tenant) endorsed to provide replacement cost coverage and providing protection against perils included within the standard Washington form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism, malicious mischief and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time determine.
- 7.3.2 Commercial General Liability Insurance. Landlord will carry Commercial General Liability policy or policies covering the Building against claims for personal or bodily injury, or death, or property damage resulting from the negligence of the Landlord or Property Manager or their agents, occurring upon, in or about the Building to afford protection to the limit of not less than \$2,000,000 per occurrence, and \$2,000,000 annual aggregate. This insurance coverage shall extend to any liability of Landlord arising out of the indemnities provided for in this Lease.
- 7.3.3 Other Requirements. Any insurance provided for in this Section 7.3 may be effected by self-insurance or by a policy or policies of blanket insurance covering additional items or locations or assureds, provided that the requirements of this Section 7.3 are otherwise satisfied. Tenant shall have no rights in any policy or policies maintained by Landlord. If Tenant’s occupancy or conduct of business in the Premises, whether or not Landlord has consented to the same, results in any increase in premiums for the insurance carried from time to time by Landlord with respect to the Property, Tenant shall pay such increase in premiums to Landlord as Additional Rent within ten (10) days after Tenant’s receipt of

an invoice therefor.

SECTION 7.4 MUTUAL WAIVER OF SUBROGATION. LANDLORD AND TENANT HEREBY MUTUALLY WAIVE AND RELEASE THE OTHER FROM ANY AND ALL LIABILITY OR RESPONSIBILITY (TO THE OTHER OR ANYONE CLAIMING THROUGH OR UNDER THEM BY WAY OF SUBROGATION OR OTHERWISE) FOR ANY LOSS OR DAMAGE TO PROPERTY COVERED BY THE INSURANCE POLICIES AS REQUIRED TO BE CARRIED BY THE PARTIES UNDER THIS LEASE OR ANY OTHER INSURANCE ACTUALLY CARRIED BY SUCH PARTY, AND DO HEREBY MUTUALLY WAIVE ALL RIGHTS OF SUBROGATION IN FAVOR OF ANY INSURANCE CARRIER AGAINST THE OTHER ARISING OUT OF ANY SUCH LOSS OR DAMAGE.

SECTION 7.5 TENANT'S GENERAL INDEMNITY. TENANT WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS LANDLORD, ITS MANAGER, PROPERTY MANAGER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "LANDLORD'S PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS (EACH, A "LANDLORD CLAIM") WHICH ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST LANDLORD OR LANDLORD'S PARTIES AND ARISE FROM OR IN CONNECTION WITH (I) THE TENANT'S USE OR OCCUPANCY OF THE PREMISES, (II) ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PREMISES, OR (III) ANY BREACH BY TENANT OF ANY REPRESENTATION OR COVENANT IN THIS LEASE, INCLUDING WITHOUT LIMITATION, TENANT'S FAILURE TO COMPLY WITH ALL APPLICABLE LAWS. TENANT'S INDEMNITY AND HOLD HARMLESS OBLIGATIONS SHALL APPLY EVEN IN THE EVENT OF THE FAULT OR NEGLIGENCE OF THE PARTIES INDEMNIFIED AND HELD HARMLESS HEREUNDER TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO EVENT SHALL THEY APPLY TO LIABILITY OR DAMAGE OR LOSS CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF THE PARTIES INDEMNIFIED OR HELD HARMLESS. FURTHER, SUCH INDEMNIFICATION SHALL NOT INCLUDE ANY LANDLORD CLAIM WAIVED BY LANDLORD UNDER SECTION 7.4 ABOVE.

SECTION 7.6 LANDLORD'S GENERAL INDEMNITY. LANDLORD WILL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "TENANT'S PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS (EACH, A "TENANT CLAIM") WHICH ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST TENANT OR TENANT'S PARTIES AND ARISE FROM OR IN CONNECTION WITH (I) ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PROPERTY (OTHER THAN IN THE PREMISES) AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, OR (II) ANY BREACH BY LANDLORD OF ANY

Tenant Name: Spokane Police Department

REPRESENTATION OR COVENANT IN THIS LEASE. LANDLORD'S INDEMNITY AND HOLD HARMLESS OBLIGATIONS SHALL APPLY EVEN IN THE EVENT OF THE FAULT OR NEGLIGENCE OF THE PARTIES INDEMNIFIED AND HELD HARMLESS HEREUNDER TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO EVENT SHALL THEY APPLY TO LIABILITY OR DAMAGE OR LOSS CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF THE PARTIES INDEMNIFIED OR HELD HARMLESS. FURTHER, SUCH INDEMNIFICATION SHALL NOT INCLUDE ANY TENANT CLAIM WAIVED BY TENANT UNDER SECTION 7.4.

ARTICLE 8 CONDEMNATION

If the Property or any portion thereof that, in Landlord's or Tenant's reasonable opinion, is necessary to the continued efficient and/or economically feasible use of the Property or the Premises shall be taken or condemned for public purposes, or sold to a condemning authority in lieu thereof, then either party may, at its option, terminate this Lease on the effective date of such taking by delivering written notice thereof to the other party on or before ten (10) days after the effective date of the taking, condemnation or sale in lieu thereof. If neither Landlord nor Tenant elects to exercise such termination right, then this Lease shall continue in full force and effect, provided that if the taking, condemnation or sale includes any portion of the Premises, the Basic Annual Rent and Additional Rent shall be redetermined on the basis of the remaining square feet of Premises Rentable Area. Landlord, at Landlord's sole option and expense, shall restore and reconstruct the Building to substantially its former condition to the extent that the same may be reasonably feasible, but such work shall not be required to exceed the scope of the work done by Landlord in originally constructing the Building. Landlord shall receive the entire award (which shall include sales proceeds) payable as a result of a condemnation, taking or sale in lieu thereof. Tenant shall, however, have the right to recover from such authority through a separate award which does not reduce Landlord's award, any compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation and removal of Tenant's physical property.

ARTICLE 9 LIENS

Tenant shall keep the Premises and the Property free from all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and Tenant shall defend indemnify and hold harmless Landlord from and against any and all claims, causes of action, damages and expenses (including reasonable attorneys' fees) arising from or in connection with any such liens. If Tenant shall not, within ten (10) days following notification to Tenant of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Landlord, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All amounts paid or incurred by Landlord in connection therewith shall be

paid by Tenant to Landlord on demand and shall bear interest from the date of demand until paid at the rate set forth in Section 2.4 above.

ARTICLE 10 TAXES ON TENANT'S PROPERTY

Tenant shall be liable for and shall pay, prior to their becoming delinquent, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by Tenant in or about the Premises.

ARTICLE 11 SUBLETTING AND ASSIGNING

SECTION 11.1 SUBLEASE AND ASSIGNMENT. Except as otherwise permitted herein and by Section 11.2 and Section 11.3 below, Tenant shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (it being agreed that for purposes of this Lease, assignment shall include, without limitation, the transfer of a majority interest of stock, partnership or other forms of ownership interests, merger or dissolution) or mortgage or pledge the same, or sublet the Premises or any part thereof or permit the Premises to be occupied by any individual or business entity, or any combination thereof, other than Tenant, without the prior written consent of Landlord. Notwithstanding any subletting or assignment by Tenant hereunder or any provision herein to the contrary, Tenant shall remain fully liable for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed. No assignee or subtenant of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof. Any assignment made by Tenant shall contain a covenant of assumption by the assignee running to Landlord. All reasonable legal fees and expenses incurred by Landlord in connection with any assignment or sublease proposed by Tenant will be paid by Tenant within thirty (30) days of receipt of an invoice from Landlord.

SECTION 11.2 LANDLORD'S RIGHTS. If Tenant desires to sublease any portion of the Premises or assign this Lease, Tenant shall submit to Landlord (a) in writing, the name of the proposed subtenant or assignee, the nature of the proposed subtenant's or assignee's business and, in the event of a sublease, the portion of the Premises which Tenant desires to sublease, (b) a current balance sheet and income statement for such proposed subtenant or assignee, (c) a copy of the proposed form of sublease or assignment, and (d) such other information as Landlord may reasonably request (collectively, the "Required Information"). Landlord shall, within thirty (30) days after Landlord's receipt of the Required Information, deliver to Tenant a written notice (a "Landlord Response") in which Landlord either (i) consents to the proposed sublease or assignment, or (ii) withholds its consent to the proposed sublease or assignment, which consent shall not be unreasonably withheld so long as Tenant is not in default hereunder and Landlord has received all Required Information. The reasons for which Landlord shall be deemed to have reasonably withheld its consent to any sublease or assignment include but are not limited to (i) Landlord's determination (in its sole discretion) that such subtenant or assignee is not of the character or quality of a tenant to whom Landlord would generally lease space in the Building, (ii) such sublease or assignment conflicts in any manner with this Lease, including, but not limited to,

the Permitted Use or Section 4.1 hereof, (iii) the proposed subtenant or assignee is a governmental entity, a school, a training facility, a provider of medical services or a telemarketing operation, (iv) the proposed subtenant's or assignee's primary business is prohibited by a non-compete clause then affecting the Building, (v) the proposed subtenant or assignee is a tenant of the Building or Landlord is negotiating with the proposed subtenant or assignee to become a tenant of the Building, or (vi) such subtenant or assignee does not meet the creditworthiness standards applied by Landlord generally in the selection of tenants for the Building (but taking into consideration the fact that Tenant remains liable under this Lease). In lieu of consenting to any such proposed sublease or assignment (and without regard to whether Landlord's action is "reasonable" or "unreasonable") Landlord shall have the right, within thirty (30) days after Landlord's receipt of the Required Information to (1) suspend this Lease as to the space so affected as of the date on which the assignment or sublease was to be effective and for the duration of the proposed sublease or assignment, whereupon Tenant shall be relieved of all obligations hereunder as to such space during such suspension, but after such suspension, Tenant shall once again become liable hereunder as to the relevant space or, (2) if the proposed assignment or sublease is for the remainder of the term of this Lease, terminate this Lease as to the space so affected as of the date so specified by Tenant in its notice to Landlord, in which event Tenant shall be relieved of any and all further obligations hereunder as to such space. If Landlord consents to any sublease or assignment by Tenant, Landlord shall be entitled to the net profits, if any (after deducting all out-of-pocket subleasing costs including the unamortized cost of any tenant improvements paid by Tenant in connection with the subleasing or assignment), from any subleasing of all or any portion of the Premises, or the assignment of all of the Premises.

SECTION 11.3 LANDLORD'S RIGHTS RELATING TO ASSIGNEE OR SUBTENANT. If this Lease or any part hereof is assigned or the Premises or any part thereof are sublet, Landlord may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord by Tenant hereunder. Tenant hereby authorizes and directs any such assignee or subtenant to make such payment of rent directly to Landlord upon receipt of notice from Landlord, and Tenant agrees that any such payments made by an assignee or subtenant to Landlord shall, to the extent of the payments so made, be a full and complete release and discharge of rent owed to Tenant by such assignee or subtenant. No direct collection by Landlord from any such assignee or subtenant shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations hereunder. If, following an assignment or subletting, this Lease or the rights and obligations of Tenant hereunder are terminated for any reason, including without limitation in connection with default by or bankruptcy of Tenant, Landlord may, at its option, consider this Lease to be thereafter a direct lease to the assignee or subtenant of Tenant upon the terms and conditions contained in this Lease.

ARTICLE 12 TRANSFERS BY LANDLORD, SUBORDINATION AND TENANT'S ESTOPPEL CERTIFICATE

SECTION 12.1 SALE OF THE PROPERTY. In the event of any transfer of title to the Property, the transferor shall automatically be relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, provided that the transferee expressly assumes in

writing all obligations of Landlord hereunder accruing after the date of such transfer and further provided that if a Security Deposit has been made by Tenant, Landlord shall not be released from liability with respect thereto unless Landlord's transferee assumes responsibility for the Security Deposit.

SECTION 12.2 SUBORDINATION, ATTORNMENT AND NOTICE. This Lease shall be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"), provided that the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage, or by deed in lieu of mortgage foreclosure, shall agree to not disturb Tenant's occupancy or the Lease and elect to continue this Lease in full force and effect. Tenant shall attorn to the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage, or by deed in lieu of mortgage foreclosure, provided such person(s) assume the obligations of Landlord under this Lease. With respect to any Landlord's Mortgage, Tenant shall promptly and in no event later than fifteen (15) days after Landlord requests the same, execute, acknowledge and deliver a subordination, non-disturbance and attornment agreement, which is in a form that the holder of any Landlord's Mortgage may reasonably request, provided such instrument contains customary non-disturbance language in favor of Tenant, does not increase Tenant's obligations or diminish Tenant's rights hereunder, and is otherwise reasonably acceptable to Tenant. Notwithstanding the foregoing, Tenant's obligations under this Section are conditioned on the holder of each of Landlord's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage, or by deed in lieu of mortgage foreclosure, not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured default by Tenant exists.

SECTION 12.3 TENANT'S ESTOPPEL CERTIFICATE. Tenant shall, upon the request of Landlord or any mortgagee of Landlord (whether under a mortgage or deed of trust), without additional consideration, deliver an estoppel certificate within ten (10) days after a request therefor, consisting of reasonable statements required by Landlord, any mortgagee or purchaser of any interest in the Property, which statements may include but shall not be limited to the following: this Lease is in full force and effect, with rental paid through the date specified in the certificate; this Lease has not been modified or amended; Tenant is not aware that Landlord is in default or that Landlord has failed to fully perform all of Landlord's obligations hereunder; and such other statements as may reasonably be required by the requesting party. If Tenant is unable to make any statements contained in the estoppel certificate because the same is untrue or inaccurate, Tenant shall with specificity state the reason why such statement is untrue or inaccurate.

ARTICLE 13 DEFAULT

SECTION 13.1 DEFAULTS BY TENANT. The occurrence of any of the events described in subsections 13.1.1 through 13.1.4 shall constitute a default by Tenant under this Lease.

13.1.1 Failure to Pay Rent. With respect to the first payment of Rent not made by Tenant when due in any twelve (12) month period, the failure by Tenant to make such payment to

Landlord within five (5) business days after Landlord gives Tenant written notice specifying that the payment was not made when due; with respect to any other payment of Rent during any twelve (12) month period, the failure by Tenant to make such payment of Rent to Landlord when due, no notice of any such failure being required.

- 13.1.2 Failure to Perform Other Obligations. Any failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after Landlord gives Tenant written notice of such failure, provided that if such failure by its nature cannot be cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences curative action within such thirty (30) day period, diligently and continuously pursues the curative action and fully cures the failure within ninety (90) days after Landlord gives such written notice to Tenant.
- 13.1.3 Repeated Failure to Perform. The third failure by Tenant in any twelve (12) month period to perform and observe a particular provision of this Lease to be observed or performed by Tenant (other than the failure to pay Rent, which in all instances will be governed by subsection 13.1.1 above), no notice being required for any such third failure.
- 13.1.4 Bankruptcy, Insolvency, Etc. Tenant or any Guarantor (i) becomes or is declared insolvent according to any law, (ii) makes a transfer in fraud of creditors according to any applicable law, (iii) assigns or conveys all or a substantial portion of its property for the benefit of creditors or (iv) files a petition for relief, or is the subject of an order for relief, under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (collectively, "applicable bankruptcy law") or a receiver or trustee is appointed for Tenant or Guarantor or its property; the interest of Tenant or Guarantor under this Lease is levied on under execution or under other legal process; or any involuntary petition is filed against Tenant or Guarantor under applicable bankruptcy law; provided, however, no action described in this subsection 13.1.4 shall constitute a default by Tenant if Tenant or Guarantor shall vigorously contest the action by appropriate proceedings and shall remove, vacate or terminate the action within sixty (60) days after the date of its inception.

SECTION 13.2 REMEDIES OF LANDLORD.

- 13.2.1 Termination of Lease. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, terminate this Lease by giving written notice thereof to Tenant (whereupon all obligations and liabilities of Landlord hereunder shall terminate) and, without further notice and without liability, repossess the Premises. Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including with limitation, accrued Rent to the date of termination and Late Charges, plus (a) interest thereon at the rate established under Section 2.4 above from the date due through the date paid or date of any judgment or award by any court of competent jurisdiction, (b) the unamortized cost of (i) the Landlord's Work, (ii) brokers' fees and commissions, if applicable, (iii) attorneys' fees, (iv) moving allowances, (v)

equipment allowances and (vi) any other costs incurred by Landlord in connection with making or executing this Lease, (c) the cost of recovering the Premises, and (d) the costs of reletting the Premises (including, without limitation, advertising costs, brokerage fees, leasing commissions, reasonable attorneys' fees and refurbishing costs and other costs in readying the Premises for a new tenant).

- 13.2.2 Repossession and Re-Entry. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, immediately terminate Tenant's right of possession of the Premises (whereupon all obligations and liability of Landlord hereunder shall terminate) without terminating this Lease, and, without notice, demand or liability, enter upon the Premises or any part thereof, take absolute possession of the same, expel or remove Tenant and any other person or entity who may be occupying the Premises and change the locks. If Landlord terminates Tenant's possession of the Premises under this subsection 13.2.2, (i) Landlord shall have no obligation to tender to Tenant a key for new locks installed in the Premises, (ii) Tenant shall have no further right to possession of the Premises, and (iii) Landlord will have the right to relet the Premises or any part thereof on such terms as Landlord deems advisable, subject to any obligation to mitigate damages imposed by applicable law. Any rent received by Landlord from reletting the Premises or a part thereof shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord (in such order as Landlord shall designate), second, to the payment of any cost of such reletting, including, without limitation, refurbishing costs, reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions (in such order as Landlord shall designate) and third, to the payment of Rent due and unpaid hereunder, and Tenant shall satisfy and pay to Landlord any deficiency upon demand therefor. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such termination is also given to Tenant pursuant to subsection 13.2.1 above. If Landlord relets the Premises, either before or after the termination of this Lease, all such rentals received from such lease shall be and remain the exclusive property of Landlord.
- 13.2.3 Cure of Default. Upon the occurrence of a default hereunder by Tenant, Landlord may, without judicial process and without having any liability therefor, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, **WHETHER CAUSED BY THE NEGLIGENCE OF LANDLORD OR OTHERWISE.**
- 13.2.4 Continuing Obligations. No repossession of or re-entering upon the Premises or any part thereof pursuant to subsection 13.2.2 or 13.2.3 above or otherwise and no reletting of the Premises or any part thereof pursuant to subsection 13.2.2 above shall relieve Tenant or any Guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession of or re-entering upon

the Premises or any part thereof by reason of the occurrence of a default, Tenant will continue to pay to Landlord all Rent which is required to be paid by Tenant.

13.2.5 Cumulative Remedies. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Landlord at law or in equity and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease.

13.2.6 Mitigation of Damages. For purposes of determining any recovery of rent or damages by Landlord that depends upon what Landlord could collect by using reasonable efforts to relet the Premises, whether the determination is required under subsections 13.2.1 or 13.2.2 or otherwise, it is understood and agreed that:

- (a) Landlord may reasonably elect to lease other comparable, available space in the Building, if any, before reletting the Premises.
- (b) Landlord may reasonably decline to incur out-of-pocket costs to relet the Premises, other than customary leasing commissions and legal fees for the negotiation of a lease with a new tenant.
- (c) Landlord may reasonably decline to relet the Premises at rental rates below then prevailing market rental rates, because of the negative impact lower rental rates would have on the value of the Building and because of the uncertainty of actually receiving from Tenant the greater damages that Landlord would suffer from and after reletting at the lower rates.
- (d) Before reletting the Premises to a prospective tenant, Landlord may reasonably require the prospective tenant to demonstrate the same financial wherewithal that Landlord would require as a condition to leasing other space in the Building to prospective tenant.
- (e) Identifying a prospective tenant to relet the Premises, negotiating a new lease with such tenant and making the Premises ready for such tenant will take time, depending upon market conditions when the Premises first become available for reletting, and during such time no one can reasonably expect Landlord to collect anything from reletting.

SECTION 13.3 DEFAULTS BY LANDLORD. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after Tenant gives written notice to Landlord and each mortgagee who

has a lien against any portion of the Property and whose name and address has been provided to Tenant stating that (a) Landlord is in breach of this Lease and (b) describing the breach with specificity, provided that if such failure cannot reasonably be cured within such thirty (30) day period, Landlord shall not be in default hereunder if the curative action is commenced within such thirty (30) day period and is thereafter diligently pursued until cured.

SECTION 13.4 LANDLORD'S LIABILITY. If Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Property as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Landlord be liable to Tenant for consequential or special damages by reason of a failure to perform (or a default) by Landlord hereunder or otherwise. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Property as above provided. Landlord shall not be liable to Tenant for any claims, actions, demands, costs, expenses, damage or liability of any kind which (a) are caused by (i) tenants or any persons either in the Premises or elsewhere in the Building (unless occurring in the Common Areas and caused by Landlord's negligence), (ii) occupants of property adjacent to the Building or Common Areas, (iii) the public, or (iv) the construction of any private, public or quasi-public work, or (b) are caused by any theft or burglary at the Premises or the Property.

ARTICLE 14 NOTICES

Any notice or communication required or permitted in this Lease shall be given in writing, sent by (a) personal delivery (b) expedited delivery service, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, (d) electronic mail or facsimile, with proof of delivery on a business day and addressed as set forth in the Basic Lease Information or to such other address or to the attention of such other person as shall be designated from time to time in writing by the applicable party and sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service, mail or electronic mail, as of the date of first attempted delivery at the address and in the manner provided herein. Reference is made to Section 13.3 of this Lease for other provisions governing notices.

ARTICLE 15 MISCELLANEOUS PROVISIONS

SECTION 15.1 BUILDING NAME AND ADDRESS. Tenant shall not, without the written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises and in no event shall Tenant acquire any rights in or to such names. Landlord shall have the right at any time to change the name, number or designation by which the Building is known.

SECTION 15.2 SIGNAGE. Landlord shall maintain a tenant directory in the main Building lobby, and shall provide Tenant identification in such directory, setting forth Tenant's name and location. Landlord will also provide a building standard sign plaque at the main entry to the Premises at Landlord's sole cost and expense. Tenant shall be entitled to install and display a

building exterior sign (each referred to as an “Exterior Sign”) on W. Riverside Avenue above the entrance to the Premises and on N. Wall Street above the public entrance to the Building, subject to the terms and conditions hereof. At least fifteen (15) days prior to the installation of any Exterior Sign, Tenant shall provide written notice to Landlord, including the plans, specifications, design and specific location of such Exterior Sign, which shall be subject to Landlord’s approval and compliance with all applicable laws. Tenant shall pay all costs of installing each Exterior Sign and all costs of maintenance and utilities. Tenant shall remove each Exterior Sign prior to the termination of the Term and repair any damage caused thereby in accordance with the terms and conditions of this Lease. Tenant shall not otherwise inscribe, paint, affix, or display any signs, advertisements or notices on or in the Building or the Premises, except for such tenant identification information approved in advance by Landlord. Landlord may withhold approval of any Tenant sign if necessary, in Landlord’s discretion, to preserve aesthetic standards for the Building. The installation, maintenance, repair and removal of all signs permitted hereunder shall constitute Installations and shall be subject to the provisions of subsection 6.3.3, including without limitation, Landlord's rights under such subsection to consent to all Installations and to perform and charge for the work necessary to complete Installations.

SECTION 15.3 NO WAIVER. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party. No waiver by Landlord or Tenant of any breach by the other party shall be deemed a waiver of any subsequent breach of the same or any other provision. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a future waiver thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy which may be available to Landlord.

SECTION 15.4 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 15.5 COMMON AREAS. “Common Areas” shall mean all areas, spaces, facilities and equipment (whether or not located within the Building) made available by Landlord for the common and joint use of Landlord, Tenant and others designated by Landlord using or occupying space in the Building, including but not limited to, any conference centers, tunnels, walkways, sidewalks and driveways necessary for access to the Building, Building lobbies, landscaped areas, public corridors, public rest rooms, Building stairs, elevators open to the public, service elevators (provided that such service elevators shall be available only for tenants of the Building and others designated by Landlord), drinking fountains, and any such other areas and facilities as are designated by Landlord from time to time as Common Areas. “Service Corridors” shall mean all loading docks, loading areas and all corridors that are not open to the public but which are available for use by Tenant and others designated by Landlord. “Service Areas” will refer to areas, spaces, facilities and equipment serving the Building (whether or not located within the Building) but to which Tenant and other occupants of the Building will not have access,

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including, but not limited to, mechanical, telephone, electrical and similar rooms and air and water refrigeration equipment. Tenant is hereby granted a nonexclusive right to use the Common Areas and Service Corridors during the term of this Lease for their intended purposes, in common with others designated by Landlord, subject to the terms and conditions of this Lease, including, without limitation, the Rules and Regulations attached hereto as Exhibit D. Landlord is making the Common Areas available to Tenant as provided herein in their “as is” condition and Landlord makes no warranty, express or implied, with respect to the condition or suitability of the Common Areas. The Building, Common Areas, Service Corridors and Service Areas will be at all times under the exclusive control, management and operation of Landlord and Property Manager. Tenant agrees and acknowledges that the Premises (whether consisting of less than one floor or one or more full floors within the Building) do not include, and Landlord hereby expressly reserves for its sole and exclusive use, modification and improvement, any and all mechanical, electrical, telephone and similar rooms, janitor closets, elevator, pipe and other vertical shafts and ducts, flues, stairwells, any area above the acoustical ceiling and any other areas not specifically shown on Exhibit B as being part of the Premises. Landlord may enter the Premises to modify, improve or otherwise alter vertical shafts and ducts in the Premises in order to serve the Premises or other parts of the Building.

SECTION 15.6 SUCCESSORS AND ASSIGNS. Subject to Article 11 hereof, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

SECTION 15.7 BROKERS. Tenant and Landlord each warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease and that it knows of no real estate brokers or agents who are or claim to be entitled to a commission in connection with this Lease. Landlord and Tenant each agrees to defend, indemnify and hold harmless the other from and against any liability or claim, whether meritorious or not, arising with respect to any other broker or agent not so named and claiming to be entitled to a commission by, through or under such party.

SECTION 15.8 SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Lease shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 15.9 EXAMINATION OF LEASE. Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease. This Lease will be effective as a lease only upon execution by and delivery to both Landlord and Tenant.

SECTION 15.10 TIME. Time is of the essence in this Lease and in each and all of the provisions hereof. Whenever a period of days is specified in this Lease, such period shall refer to calendar days unless otherwise expressly stated in this Lease. If any date provided under this Lease for performance of an obligation or expiration of a time period is a Saturday, Sunday or a

holiday generally recognized by businesses, the obligation shall be performed or the time period shall expire, as the case may be, on the next succeeding business day.

SECTION 15.11 DEFINED TERMS AND MARGINAL HEADINGS. The words "Landlord" and "Tenant" as used herein shall include the plural as well as singular. If more than one person is named as Tenant, the obligations of such persons are joint and several. The headings and titles to the articles, sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

SECTION 15.12 AUTHORITY. Landlord and Tenant and each person signing this Lease on behalf of such party represents to the other party as follows: Such party, if a corporation, limited liability company, limited partnership, limited liability partnership or partnership is duly formed and validly existing under the laws of the state of its formation and is duly qualified to do business in the State of Washington. Tenant has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and other documentation to lease the Premises and to carry on its business as now conducted and as contemplated to be conducted. Each person signing on behalf of Landlord or Tenant is authorized to do so. The foregoing representation in this Section 15.12 shall also apply to any corporation, limited liability company, limited partnership, limited liability partnership or partnership which is a general partner or joint venturer of Tenant.

SECTION 15.13 FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease, including Tenant's obligation to pay Basic Annual Rent, Additional Rent or any other amount payable to Landlord hereunder.

SECTION 15.14 NO RECORDING. Neither this Lease nor any memorandum or short form hereof shall be recorded.

SECTION 15.15 RESERVED.

SECTION 15.16 ATTORNEYS' FEES. In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action (including, without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding.

SECTION 15.17 SURVIVAL OF INDEMNITIES. Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease.

SECTION 15.18 RESERVED.

SECTION 15.19 RESERVED.

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SECTION 15.20 CONFIDENTIALITY. Tenant and Landlord acknowledge that the terms and conditions of the Lease are to remain confidential for Landlord's benefit and, subject to the Tenant's obligations under Chapter 42.56 RCW ("Public Records Act"), may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent; however, Tenant may disclose the terms and conditions of the Lease as required by the Public Records Act or other Law or court order, in connection with a dispute between Landlord and Tenant, and/or to its attorneys, accountants, employees and existing or prospective financial partners.

SECTION 15.21 FINANCIAL STATEMENTS. Tenant warrants and represents that all of the financial statements provided to Landlord prior to the Date of Lease are true, correct and complete in all respects and fairly and accurately present the financial position of Tenant. During the Term of this Lease, Tenant shall, within ten (10) days after receipt of a written request therefor, deliver to Landlord, a current balance sheet and (as applicable) related statements of income, cash flow, retained earnings, and contingent liabilities showing the financial position and results of operations of Tenant. (collectively referred to as "Financial Information"). The Financial Information shall be in form, scope and detail reasonably satisfactory to Landlord and shall be certified by an authorized representative of Tenant that the financial statements fairly and accurately present the financial position of Tenant. Except in connection with a proposed financing or sale of the Property and as otherwise provided herein, Landlord may request the Financial Information from Tenant no more than one (1) time in any twelve (12) month period. Notwithstanding the foregoing, Landlord may request the Financial Information upon each occurrence of any of the events described in subsections 13.1.1 through 13.1.4. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any information that is disclosed by Tenant. Failure of Tenant to timely deliver its Financial Information in accordance with the provisions of this Section shall be deemed to be a default under this Lease.

SECTION 15.22 PROHIBITED PERSONS AND TRANSACTIONS. Tenant represents to Landlord: (i) that neither Tenant nor any person or entity that directly owns a 10% or greater equity interest in it, nor any of its officers, directors or managing members, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", or other Laws, (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, or the regulations or orders promulgated thereunder, as they may be amended from time to time, or other anti-money laundering Laws (the "Anti-Money Laundering Laws"), and (iii) that throughout the Term of this Lease Tenant shall comply with the Executive Order and with the Anti-Money Laundering Laws.

SECTION 15.23 DIGITAL RECORDS. Landlord and Tenant agree to accept a digital image of this Lease, as executed in counterparts, as a true and correct original and admissible for the purposes of state law, Federal Rule of Evidence 1002, and like statutes and regulations.

SECTION 15.24 ENTIRE AGREEMENT. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their respective successors in interest.

SECTION 15.26 BICYCLE AND ATV PARKING. Tenant shall be entitled to the use of the storage area shown on Exhibit B-1 attached hereto (“Storage Area”) for the storage of Tenant’s bicycles and ATVs. Landlord shall be entitled to establish reasonable rules and regulations governing the use of the Storage Area. Tenant shall have no right to modify, alter, install fixtures, make additions to or improve the Storage Area without Landlord’s prior written consent (not to be unreasonably withheld). The Storage Area shall be included within the Premises pursuant to this Lease (so that all terms and conditions of this Lease including, without limitation, the indemnifications and insurance requirements of Tenant provided herein, shall apply to the Storage Area). The floor area of the Storage Area shall not be considered when computing Basic Rent but it shall be considered when computing Tenant’s Share. Tenant shall keep the Storage Area neat, clean, and safe at all times, and Tenant shall control the activities of its agents, employees and invitees in and around the Storage Area so that they do not create a nuisance. Tenant’s right to use the Storage Area shall terminate concurrently with any termination of this Lease. Notwithstanding the foregoing, Tenant’s right to use the Storage Area shall be a license only and Landlord’s inability to make the Storage Area available at any time for reasons beyond Landlord’s control shall not constitute a default by Landlord under this Lease.

SECTION 15.27 TERMINATION OPTION. Tenant shall have the one-time right to terminate this Lease effective as of the last day of the eighty-fourth (84th) full calendar month of the Term (the “Termination Option”), upon the following terms and conditions: Tenant shall provide Landlord with not less than nine (9) months’ prior irrevocable written notice thereof and shall be accompanied by the Termination Fee (as herein defined). If there is a default by Tenant at any time between Tenant’s exercise of the Termination Option and the effective date thereof, then at Landlord’s option the Termination Option shall be null and void and this Lease shall continue in full force and effect in accordance with the terms and conditions thereof. The Termination Option shall be personal to Tenant and in the event of an assignment, sublease or other transfer by Tenant, the Termination Option shall terminate and be of no further force or effect. The Termination Option shall apply to the entire Premises, as amended or expanded as of the effective date of such termination, and may not be exercised as to only a portion of the Premises. The Termination Option shall apply only to the initial Term and shall not be effective during any Option Terms or any other extensions or renewals thereof. The “Termination Fee” shall be equal to the sum of: (i) \$95,772.00, plus (ii) the cost of the unamortized Landlord’s Work paid by Landlord. The Termination Fee is not a payment of Basic Annual Rent or Additional Rent, but rather, consideration for Landlord’s agreement to provide the Termination Option to Tenant. If Tenant fails to exercise the Termination Option as and when herein provided, the Termination Option shall be null and void and of no further force of effect. Tenant’s obligation to pay Basic Annual Rent and Additonal Rent and any other costs or charges under this Lease, and Tenant's obligation to perform all other obligations under this Lease for the period up to and including the termination date, shall survive the termination of this Lease. If Tenant exercises the Termination Option, Tenant covenants to surrender full and complete possession of the Premises to Landlord on or

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before the termination date in the manner required under this Lease. If Tenant fails to deliver possession of the Premises on or before the termination date in accordance with the terms hereof, Tenant shall be deemed to be a holdover tenant from and after the termination date, and the terms of Section 1.4 of this Lease shall govern and apply to such holdover tenancy. Tenant agrees that on the termination date, Landlord shall be released from any and all claims, damages, obligations, liabilities, actions and causes of action of every kind and nature whatsoever arising in connection with this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease effective as of the Date of Lease set forth in the Basic Lease Information.

LANDLORD:

ALEXANDER GOODS DEPOT LLC,
a Colorado limited liability company

By: Confluent Development, LLC, a Colorado limited
liability company, its Manager

By: _____

Name: _____

Title: _____

Date: _____, 2020

TENANT:

CITY OF SPOKANE, BY AND THROUGH THE CITY OF
SPOKANE POLICE DEPARTMENT, a Washington
municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2020

ATTEST: _____
_____, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

East half of Lot 8 and all of Lot 9 and 10, Block 13, Resurvey and Addition to Spokane Falls, according to the plat thereof recorded in Volume "A" of Plats, Page(s) 1, records of Spokane County, Washington.

Situate in the County of Spokane, State of Washington

EXHIBIT B
PREMISES FLOOR PLAN

(SEE ATTACHED)

(Premises not to scale)

EXHIBIT B-1
STORAGE AREA

(SEE ATTACHED)

EXHIBIT C
WORK LETTER

I. LANDLORD'S WORK

Landlord will provide the following work in and for the Premises:

STRUCTURE

1. The Building's structure will carry the Fire Resistance rating required by all applicable codes.

FIXTURES, FURNISHINGS, AND EQUIPMENT

1. Tenant is solely responsible for the cost of procuring and installing all appliances, equipment, fixtures installed by Tenant, systems furniture, cubicles, lockers, chairs, desks, security equipment and furnishings within Tenant premises.

EXTERIOR WALLS

1. All exterior walls will be finished with 5/8" gypsum wall board and finished and painted.

EXTERIOR WINDOWS

1. The building's windows are existing.
2. Landlord will provide one-way privacy film on the exterior windows and storefronts facing Riverside located within the premises.

DEMISING WALLS

1. Landlord will install the demising wall on the first floor separating the Tenant space and the unleased space to the east. Construction of this demising wall will include reinforced backing, consisting of either wire mesh or 3/4" CDX plywood behind 5/8" gypsum board.
2. Demising wall between Tenant's space and unleased space shall be full height and will extend from the floor to the underside of the 2nd floor truss.

INTERIOR WALLS

1. All interior walls internal to the Tenant's space will either consist of 2x6 or 2x4 wood framing or metal stud framing with one layer of 5/8" gypsum board on each side.
2. Interior walls shall be prepped and painted.
3. Full light doors will be provided at each office along the east demising wall.

KITCHEN/BREAK ROOM

1. Cabinetry will be installed per the mutually agreed upon space plan as follows:
 - a. Upper and Lower Cabinets along the full extent of the North and East walls as shown on the attached schematic floor plan. Partial upper and lower cabinets will be installed on the West wall, to accommodate a 25 cu. ft. refrigerator.

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- b. No upper cabinetry will be installed above the refrigerator on the west wall.. Two drop-in sinks will be installed in the lower cabinets on the North wall.
 - c. Upper cabinets will provide space for 2 built-in microwaves along the North wall.
- 2. Kitchen Appliances
 - a. Landlord will provide electrical outlets at both microwave locations and the single refrigerator location.
 - b. Landlord will provide water connection at the refrigerator location. Tenant acknowledges that a dishwasher is not required and water, electrical and drains will not be accounted for within the kitchen design documents.
 - c. All appliances will be procured and installed by the Tenant.
- 3. An island will also not be installed.
- 4. Landlord shall remove the door and demo the partial height wall located on the South side of the kitchen

CEILING

- 1. The ceiling in the offices and training room along the demising wall, as well as the Men's and Women's locker rooms, coffee station, flex area, kitchen/break room and storage rooms will be ACT.
- 2. Ceiling in the conference room will be ACT
- 3. Existing vault ceiling will remain as-is above open office area.

FLOORS

- 1. Landlord will provide new carpet, in the private offices and in the conference rooms.
- 2. Private office carpet will be sound absorbing.
- 3. Landlord will provide cleanable and durable luxury vinyl tile (LVT) or luxury vinyl plank (LVP) flooring through the reception area, the north entry/exit area, the flex office/work space, the coffee bar, the kitchen and associated break area, and throughout the men's and women's locker rooms. Landlord will provide tile flooring in the Men's and Women's shower rooms.
- 4. All storage room floors will be sealed concrete.
- 5. The men's and women's restrooms are existing and will remain "as-is".

HVAC

- 1. Landlord will provide and ensure adequate heating, ventilation and cooling for the Premises and Tenant's use thereof in accordance with all applicable codes and based on standard occupancies..

PLUMBING

- 1. Landlord will provide hot and cold water supply and drains to new sinks in the kitchen, the coffee station, and the Men's and Women's shower rooms.
- 2. Landlord will provide cold water supply for one (1) refrigerator unit in the kitchen/break room.

3. Landlord shall ensure bathroom fixtures in the Premises are fully functional and in good condition and that no sagging exists or occurs where a toilet is affixed to the wall.

GAS LINE

1. Not applicable

DRAIN PIPE

1. Landlord will relocate or terminate drain pipes in new kitchen/break room area.

FIRE PROTECTION

1. Landlord will provide a fire sprinkler grid within the open office areas with all sprinkler heads turned up.
2. Landlord will modify fire sprinkler locations where new rooms are created and existing ceiling conditions are maintained.

ELECTRICAL

1. Landlord will provide electrical power to support eight (8) work stations located in the Print/Work area, fed from the floor below, as provided and mutually approved by both Landlord and Tenant.
2. Electrical service will be provided to a main disconnect located in the Building. Landlord will provide power/junction boxes in the floor of open office areas for tenant connection to systems furniture. Landlord will provide power at new walls/rooms per code and based on the mutually approved plans.
3. Tenant is responsible for all power connection and distribution poles from landlord provided junction boxes to systems furniture.
4. Landlord to provide general lighting of open office areas and new rooms. Existing light fixtures to remain where outlined in construction documents. New light fixtures shall be equipped with LED lighting per the mutually agreed to plan.
5. Existing lighting to remain as-is in vaulted ceiling area, including column fixtures.

FIRE ALARM SYSTEM

1. Landlord will provide a fire alarm system for the Tenant Premises per all applicable codes.

TELEPHONE/DATA

1. Tenant responsible for any and all distribution and connection of telephone and data lines, including furnishing any distribution poles and connections to systems furniture.
2. Landlord to provide conduit and pull strings at new rooms for tenant supplied telephone and data lines.
3. Landlord will provide Tenant a dedicated IT Server Room within the basement level of the building in a mutually agreed upon location.

DESIGN SERVICES

1. Landlord's architect, Uptic Studios Inc., will be responsible for design services at landlord's expense.

Tenant Name: Spokane Police Department

GENERAL CONTRACTOR

1. Landlord's general contractor, Flywheel Construction, will be responsible for tenant premises construction at landlord's expense

PERMITS

1. Landlord will procure necessary permits for construction of Landlord's Work.

SECURITY

1. All elevators and doors providing direct access to the Premises shall be access controlled and equipped with key card readers, such that access to the Premises is restricted, as agreed to in the Lease.
2. The exterior door at the Main entry vestibule on Riverside will be free entry to the street. The door providing direct access from the vestibule into the Tenant's space will be access controlled.

ACCESSIBILITY

1. ADA Access to the premises shall be clearly delineated with exterior signage at the main entry off Wall Street.

SIGNAGE

1. Tenant is responsible for installation of Tenant's signage on Wall Street and Riverside. Size and location of Tenant's signage will be included in an Exhibit to the lease.

II. TENANT'S WORK

All work, except as specifically identified as Landlord's Work above, that is necessary to permit Tenant to commence its business in the Premises shall be completed by Tenant at Tenant's cost and expense in accordance with and subject to the terms and conditions of the Lease.

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, walks, plaza entries, corridors, concourses, ramps, staircases, escalators and elevators of the Property shall not be obstructed or used by Tenant, or the employees, agents, servants, visitors or licensees of Tenant for any purpose other than pedestrian ingress and egress to and from the Premises. We will have bikes and a 4 wheeler in the building.

2. No freight, furniture or bulky matter of any description will be received into the Property or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled in advance. Any hand trucks, carryalls, or similar equipment used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

3. Landlord shall have the right to prescribe the weight, position and manner of installation of safes or other heavy equipment which shall, if considered necessary by Landlord, be installed in a manner which shall insure satisfactory weight distribution. All damage done to the Property by reason of a safe or any other article of Tenant's office equipment being on the Premises shall be repaired at the expense of Tenant. The time, routing and manner of moving safes or other heavy equipment shall be subject to prior approval by Landlord.

4. Only persons authorized by Landlord will be permitted to, barbering, shoe shining, janitorial services, and other similar services and concessions to Tenant, and only at hours and in compliance with security requirements established by Landlord.

5. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time leave, place or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors, stairways or passageways of the Property.

6. Landlord shall have the right to prohibit any advertising by Tenant which includes the picture, name or address of the Property and which, in Landlord's opinion, tends to impair the reputation of the Property or its desirability for offices, and, upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

7. Tenant shall not place, or cause or allow to be placed, any sign, placard, picture, advertisement, notice or lettering whatsoever, in, about or on the exterior of the Premises, Building or Property except in and at such places as may be designated by Landlord and consented to by Landlord in writing. Any such sign, placard, advertisement, picture, notice or lettering so placed may be removed by Landlord without notice to and at the expense of Tenant. All lettering and graphics on corridor doors shall conform to the

Building's standard prescribed by Landlord. No trademark shall be displayed in any event. Signage at the front and rear entrances to the precinct should be allowed to include SPD logo.

8. Canvassing, soliciting or peddling in the Building and/or Property is prohibited, and Tenant shall cooperate to prevent same.

9. Landlord shall have the right to exclude any person from the Property other than during customary business hours as set forth in the Lease, and any person in the Property will be subject to identification by employees and agents of Landlord. All persons in or entering the Property shall be required to comply with the security policies of the Property. If Tenant desires any additional security service for the Premises, Tenant shall have the right (with the advance written consent of Landlord) to obtain such additional service at Tenant's sole cost and expense. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property or for any error with regard to the exclusion from or admission to the Property of any person. The precinct needs to be accessible 24/7 to police personnel under any conditions.

10. Only workmen employed, designated or approved by Landlord may be employed for repairs, installations, alterations, painting, material moving and other similar work that may be done in or on the Premises. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building including installation of telephones, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings equipment or any other physical portion of the Building. **[NOTE: LANDLORD IS INSTALLING CONDUIT; TENANT IS RESPONSIBLE FOR PULLING WIRE]**

11. Tenant shall not do any cooking (other than warming in a microwave oven) or conduct any restaurant, luncheonette, automat or cafeteria for the sale or service of food or beverages to its employees or to others. Tenant may, however, operate a coffee bar by and for its employees. Tenant shall not install or permit to be installed any vending machines in the Premises.

12. Tenant shall not cause or permit any odors to permeate in or emanate from the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Property by reason of light, radiation, magnetism, noise, odors and/or vibrations, or interfere in any way with other tenants or those having business in the Property. Officers carry firearms and ammunition at all times. Some officers at times are equipped with additional gear to include breaching charges. Additionally, at times officers seize evidence like illegal drugs or other evidence that could fall under the category of poisonous. However, this building will not be used as

an evidenced storage facility.

13. Except for the installation of pictures and standard office equipment and decoration within the Premises, Tenant shall not mark, paint, drill into, or in any way deface any part of the Property or the Premises. Except for the installation of pictures and standard office equipment and decoration within the Premises, no boring, driving of nails or screws, cutting or stringing of wires shall be permitted, except as otherwise provided herein or with the prior written consent of Landlord, and as Landlord may direct. Tenant shall not install any resilient tile or similar floor covering in the Premises except with the prior approval of Landlord. The use of cement or other similar adhesive material is expressly prohibited.

14. No additional locks or bolts of any kind shall be placed on any door in the Property or the Premises and no lock on any door therein shall be changed or altered in any respect. Landlord shall furnish two keys for each lock on exterior doors to the Premises and shall, at Tenant's request and at Tenant's expense, provide additional duplicate keys. Tenant shall not make duplicate keys. All keys shall be returned to Landlord upon the termination of this Lease, and Tenant shall give to Landlord explanations of the combinations of all safes, vaults and combination locks remaining with the Premises. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use. Landlord agrees to furnish to Tenant, at Landlord's expense, keys for access to the Building during such times as the Building is not open to the public. Upon written request from Tenant, or other parties authorized by Tenant, Landlord will furnish additional keys to Tenant at Tenant's expense. Should any keys be lost or stolen, Tenant will immediately notify Landlord and Landlord will issue replacement keys. Such replacement keys will be at Tenant's expense. **[NOTE: INSTALLATION OF ID ACCESS PADS IS PART OF TENANT'S WORK]**

15. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation or accident in the Premises or in the Property or of defects therein or in any fixtures or equipment, or of any known emergency in the Property.

16. Tenant shall not use the Premises or permit the Premises to be used for photographic or other forms of reproductions, except in connection with its own business and not as a service for others without Landlord's prior permission.

17. Tenant shall not use or permit any portion of the Premises to be used as an office for a public word processor, a printer, the sale of liquor or tobacco, a barber, a hair salon, a manicure shop, an employment bureau, a labor union office, a doctor's or dentist's office, a dance or music studio, any type of school, or for any use other than those specifically granted in this Lease.

18. Tenant shall not advertise for laborers giving the Premises as an address, nor pay such laborers at a location on the Property.

Tenant Name: Spokane Police Department

19. The requirements of Tenant will be attended to only after notice to Landlord at the Building or at such other address as may be designated by Landlord in the Lease. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

20. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Business machines and mechanical and electrical equipment belonging to Tenant which cause noise, vibration, electrical or magnetic interference, or any other nuisance that may be transmitted to the structure or other portions of the Property or to the Premises to such a degree as to be objectionable to Landlord or which interfere with the use or enjoyment by other tenants of their premises or the public portions of the Property shall be placed and maintained by Tenant, at Tenant's expense in settings of cork, rubber, spring type, or other vibration eliminators sufficient to eliminate noise or vibration.

21. No awning, draperies, shutters or other interior or exterior window coverings that are visible from the exterior of the Building or from the exterior of the Premises within the Building may be installed by Tenant.

22. Tenant shall not place, install or operate within the Premises or any other part of the Property any, stove, or machinery, or conduct mechanical operations therein, without the written consent of Landlord. We will have the previously mentioned 4-wheeler.

23. No portion of the Premises or any part of the Property shall at any time be used or occupied as sleeping or lodging quarters.

24. Tenant shall at all times keep the Premises neat and orderly.

25. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who or whose employees or invitees shall have caused it.

26. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Property.

27. Tenant shall use no other method of heating or cooling than that supplied by Landlord.

28. Tenant and its agents, employees and invitees shall observe and comply

with the driving and parking signs and markers on the Property grounds and surrounding areas.

29. Except for service animals, no animals, birds or fish shall be brought to or kept in or about the Property.

30. Smoking of any kind (cigarette, pipe, etc.) is strictly prohibited within the Premises, Building, Common Areas (to include, but not limited to, lobbies, corridors, restrooms, elevators, and stairwells) and any other areas not specifically designated as a Smoking Area by Landlord. Tenant hereby agrees that violation of this smoking prohibition by Tenant, Tenant's employees, agents, visitors or invitees (individually and collectively, "Tenant Party") shall be subject to a fine in the amount of One Hundred and No/100 Dollars (\$100.00.) for the first violation by a Tenant Party and Two Hundred Fifty and No/100 Dollars (\$250.00) for each subsequent violation by a Tenant Party, whether or not the violation involves the same Tenant Party or a different Tenant Party. Use of any electronic cigarette, electronic vaping device, personal vaporizer (PV), digital vapor device or electronic nicotine delivery system (ENDS) is prohibited in the Building or around the entries to the Building. Users of these devices should be directed to the designated smoking area. Repeated violations of this rule shall, at Landlord's discretion, constitute a default under this Lease.

31. Landlord shall have the right to install such devices within the Premises and elsewhere in the Building and on the Property as Landlord deems advisable to decrease consumption of utilities and waste on the Property, and Tenant shall cooperate with Landlord in the installation and use thereof. Landlord may establish such recycling programs as it deems advisable in its sole discretion, and guidelines for the same, and Tenant shall comply therewith unless Tenant has its own City wide or Department wide recycling, document shredding and supplies program(s).

EXHIBIT E

ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is being executed pursuant to that certain Lease Agreement (the "Lease") dated the ____ day of _____, 2020 between ALEXANDER GOODS DEPOT LLC, a Colorado limited liability company ("Landlord") and CITY OF SPOKANE, BY AND THROUGH THE CITY OF SPOKANE POLICE DEPARTMENT, a Washington municipal corporation ("Tenant"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain space in the office building located at 111 N. Wall St., Spokane, Washington 99201 (the "Building"). Landlord and Tenant hereby agree that:

1. Except for the Punch List Items (as shown on the attached Punch List), if any, Landlord has fully completed the Landlord's Work required under the terms of the Lease and the Work Letter attached thereto, and Landlord is not required to make or pay for any other improvements to the Premises.
2. The Premises are tenantable, Landlord has no further obligation for construction (except with respect to Punch List Items) and Tenant acknowledges that the Building, the Premises and, except for the Punch List Items, the Landlord's Work are satisfactory in all respects, and are suitable for the Permitted Use.
3. The Commencement Date of the Lease is the ____ day of _____, 20__ . If the date the Commencement Date set forth in the Base Lease Information is different from the date set forth in the preceding sentence, then the Basic Lease Information is hereby amended to be the Commencement Date set forth in the preceding sentence.
4. The Expiration Date of the Lease is the ____ day of _____, 20__ . If the date set forth in the Base Information Page of the Lease is different from the date set forth in the preceding sentence, then the Expiration Date set forth in the Basic Lease Information is hereby amended to be the Expiration Date set forth in the preceding sentence.
5. Tenant acknowledges receipt of the current Rules and Regulations for the Building.
6. All capitalized terms not defined herein shall have the meaning assigned to them in the Lease.

Tenant Name: Spokane Police Department

Agreed and Executed this _____ day of _____, 2020.

LANDLORD:

ALEXANDER GOODS DEPOT LLC,
a Colorado limited liability company

By: Confluent Development, LLC, a Colorado limited
liability company, its Manager

By: _____

Name: _____

Title: _____

Date: _____, 2020

TENANT:

CITY OF SPOKANE, BY AND THROUGH THE CITY
OF SPOKANE POLICE DEPARTMENT, a Washington
municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2020

Tenant Name: Spokane Police Department

OPTION TO EXTEND RIDER

As additional consideration for the covenants of Tenant under this Lease, Landlord grants to Tenant an option (the “Option”) to extend the Term of the Lease for two (2) additional consecutive term(s) of five (5) years each (the “Option Terms”). The Option shall be on the following terms and conditions:

A. Written notice of Tenant’s interest in exercising the Option shall be given to Landlord not later than nine (9) months prior to the expiration of the initial Term, or the then current Option Term, as the case may be (“Tenant’s Notice”). Upon receipt of Tenant’s Notice, the Term shall, subject to the conditions hereinafter contained, be deemed extended for the respective Option Term on the terms hereof and, at the request of either party, the parties shall enter into an amendment of the Lease for the purpose of documenting the extension.

B. Unless Landlord is timely notified by Tenant in accordance with Paragraph A above, the Option shall terminate and the Lease shall expire in accordance with its terms, at the end of the initial Term, or the then current Option Term, as the case may be.

C. In addition to the timely written notice as required by Paragraph A above, as a condition of Tenant’s right to exercise the respective Option granted hereunder: (i) Tenant shall have fully performed all of its covenants, duties and obligations hereunder during the Term and there shall be no default by Tenant on the date of exercise or the date the Option Term is to commence; (ii) Tenant shall not have been sent more than two (2) letters notifying Tenant of non-compliance with the terms and conditions of the Lease during Tenant’s tenancy; and (iii) There shall have been no assignment by Tenant regardless of whether any such assignment is then still in effect and regardless of whether Landlord shall have consented to any such assignment.

D. The Option granted hereunder shall be upon the terms and conditions of the Lease, except Landlord shall have no obligation to improve the Premises and the Basic Monthly Rent to be paid by Tenant to Landlord during the Option Term shall be as follows:

First Option Term		
Lease Year	Basic Annual Rent	Basic Monthly Rent
11	\$209,305.27	\$17,442.11
12	\$215,584.43	\$17,965.37
13	\$222,051.96	\$18,504.33
14	\$228,713.52	\$19,059.46
15	\$235,574.93	\$19,631.24
Second Option Term		
16	\$242,642.17	\$20,220.18
17	\$249,921.44	\$20,826.79
18	\$257,419.08	\$21,451.59
19	\$265,141.65	\$22,095.14
20	\$273,095.90	\$22,757.99

Tenant Name: Spokane Police Department

E. After exercise of the Option above described, there shall be no further rights on the part of Tenant to extend the Term of the Lease. The Option shall apply to the entire Premises at the time the respective Option Term is due to commence, and Tenant may not elect to extend the Term of the Lease as to only a portion of the Premises.

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0302

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ALI BRAST 625-6638

Contact E-Mail

ABRAST@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4700 - MFTE FOR 356 E 7TH AVE

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Spokane Part 1, LLC for 10 new multi-family housing units located at 356 E 7th Ave, Parcel Number 35203.1101.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

UE - 3/9/20

Distribution List

abrast@spokanecity.org

kbecker@spokanecity.org

sbishop@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

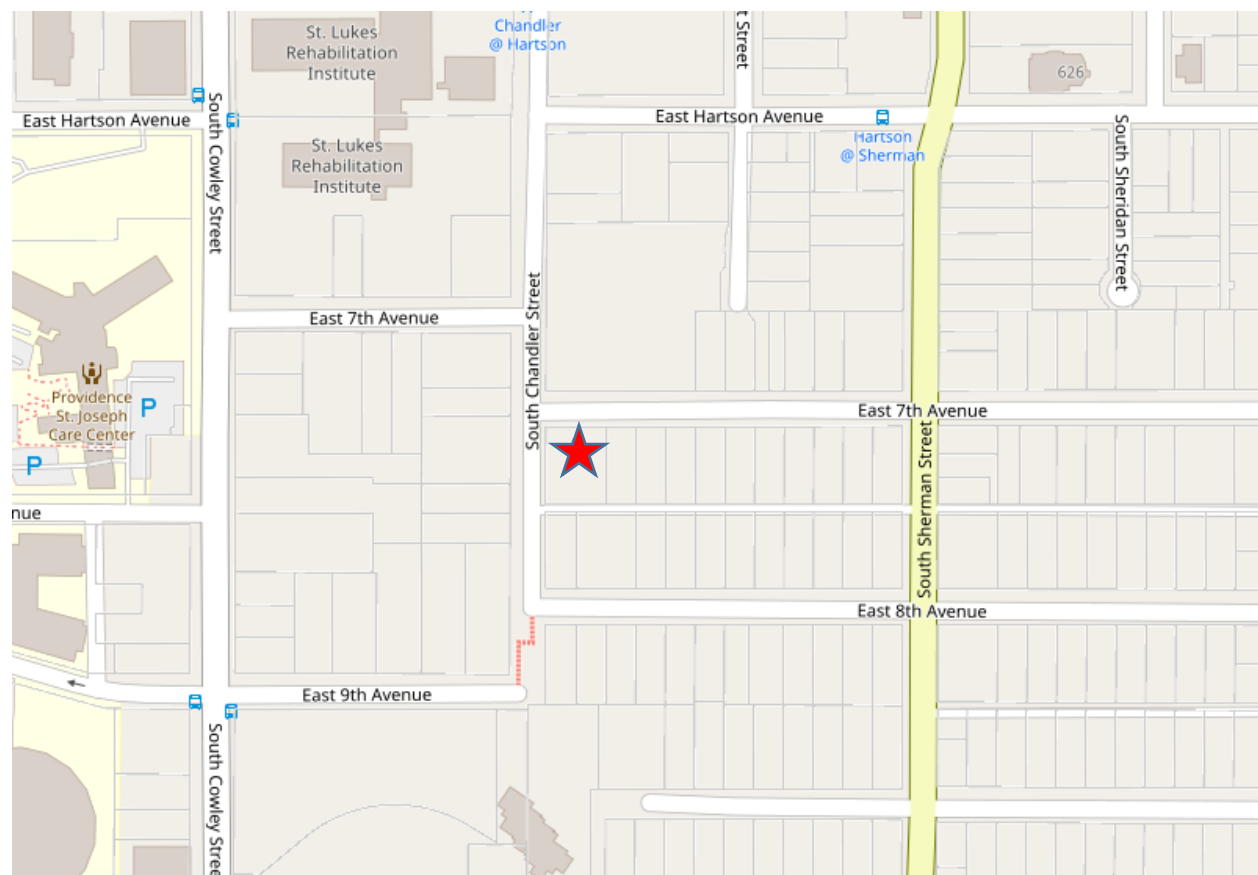
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	March 9, 2020
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract for a new 10 unit apartment building at 356 E 7th Ave. Property is zoned RMF, so use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: 7th Ave Apartments	
Number of units in the project	10
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$521
Estimated Property Tax saved per project annually	\$16,469
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$197,626
Estimated City Tax forgone during the term of exemption per unit	\$6,248
Estimated City Tax forgone during the term of exemption all units	\$74,982
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Spokane Part 1 LLC, as "Owner" whose mailing address is PO Box 36028, Spokane, WA, 99223.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

MORGANS G H SARGENTS L1-2 B2

Assessor's Parcel Number(s) **35203.1101**, commonly known as 356 E 7th Ave.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 10 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) 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 the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2020

CITY OF SPOKANE

Spokane Part 1 LLC

By: _____
Mayor, Nadine Woodward

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

[illegible]

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

[illegible]

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0303

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ALI BRAST 625-6638

Contact E-Mail

ABRAST@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4700 - MFTE FOR 920 N HAMILTON ST

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Philomena, LLC for 72 new multi-family housing units located at 920 N Hamilton St, Parcel Number 35171.1809.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

UE - 3/9/20

Distribution List

abrast@spokanecity.org

kbecker@spokanecity.org

sbishop@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

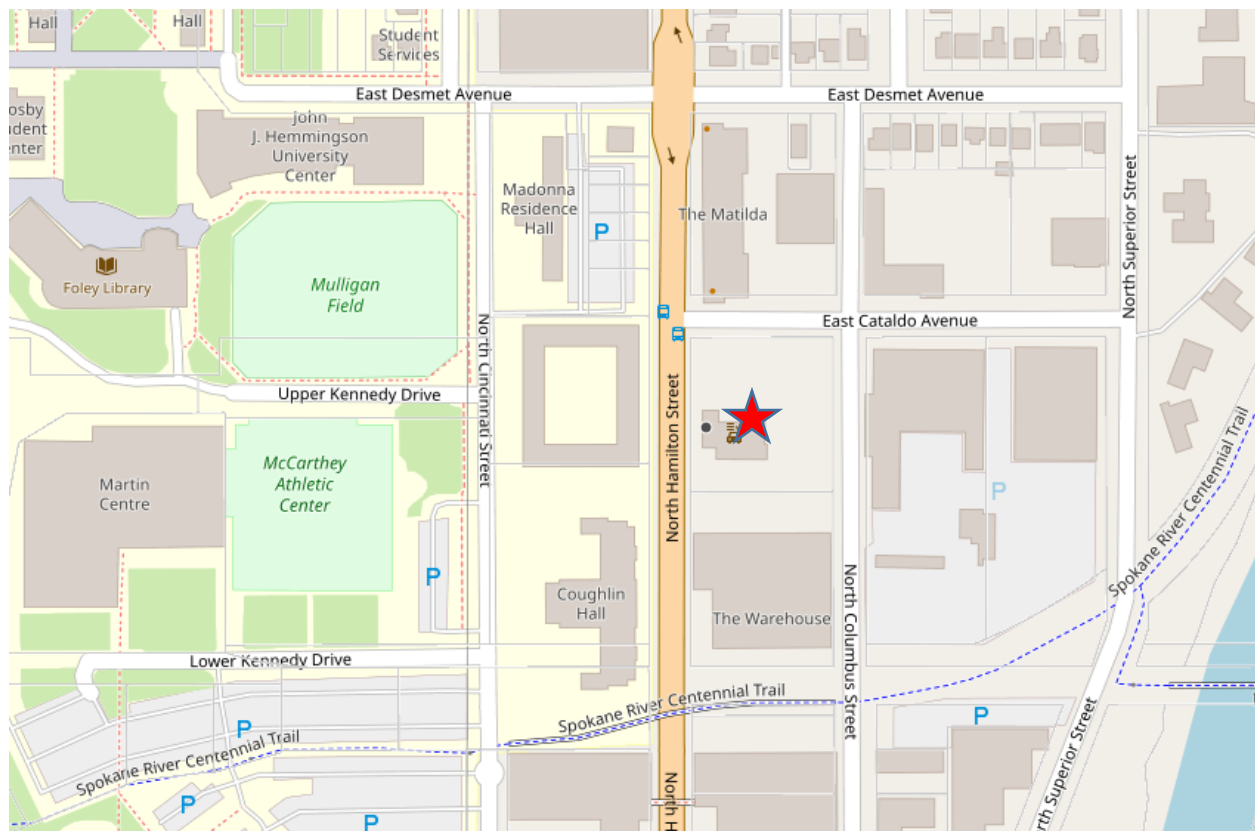
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	March 9, 2020
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Applicant applying for a conditional contract for a new 72 unit apartment building at 720 N Hamilton, the old emissions testing facility. Property is zoned CC1-DC, so use is allowed. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Philomena	
Number of units in the project	72
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$3,749
Estimated Property Tax saved per project annually	\$118,575
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$948,604
Estimated City Tax forgone during the term of exemption per unit	\$29,993
Estimated City Tax forgone during the term of exemption all units	\$239,941
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Philomena LLC, as "Owner" whose business address is 639 N RIVERPOINT BLVD #H204, SPOKANE, WA, 99202.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

SINTO 2ND REPLAT OF BLKS 44 & 45: LOTS 1 THRU 5 & 20 THRU 28 BLK 45

Assessor's Parcel Number(s) 35171.1809, commonly known as 920 N Hamilton.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 72 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) 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 the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2020

CITY OF SPOKANE

Houston Stockton

By: _____
Mayor, Nadine Woodward

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)

County of Spokane) ss.
)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0304

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ALI BRAST 625-6638

Contact E-Mail

ABRAST@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4700 - MFTE FOR 617 N ASH ST

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Agnus Development, LLC for 4 or more new multi-family housing units located at 617 N Ash St, Parcel Number 25134.0511.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

UE - 3/9/20

Distribution List

abrast@spokanecity.org

kbecker@spokanecity.org

sbishop@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

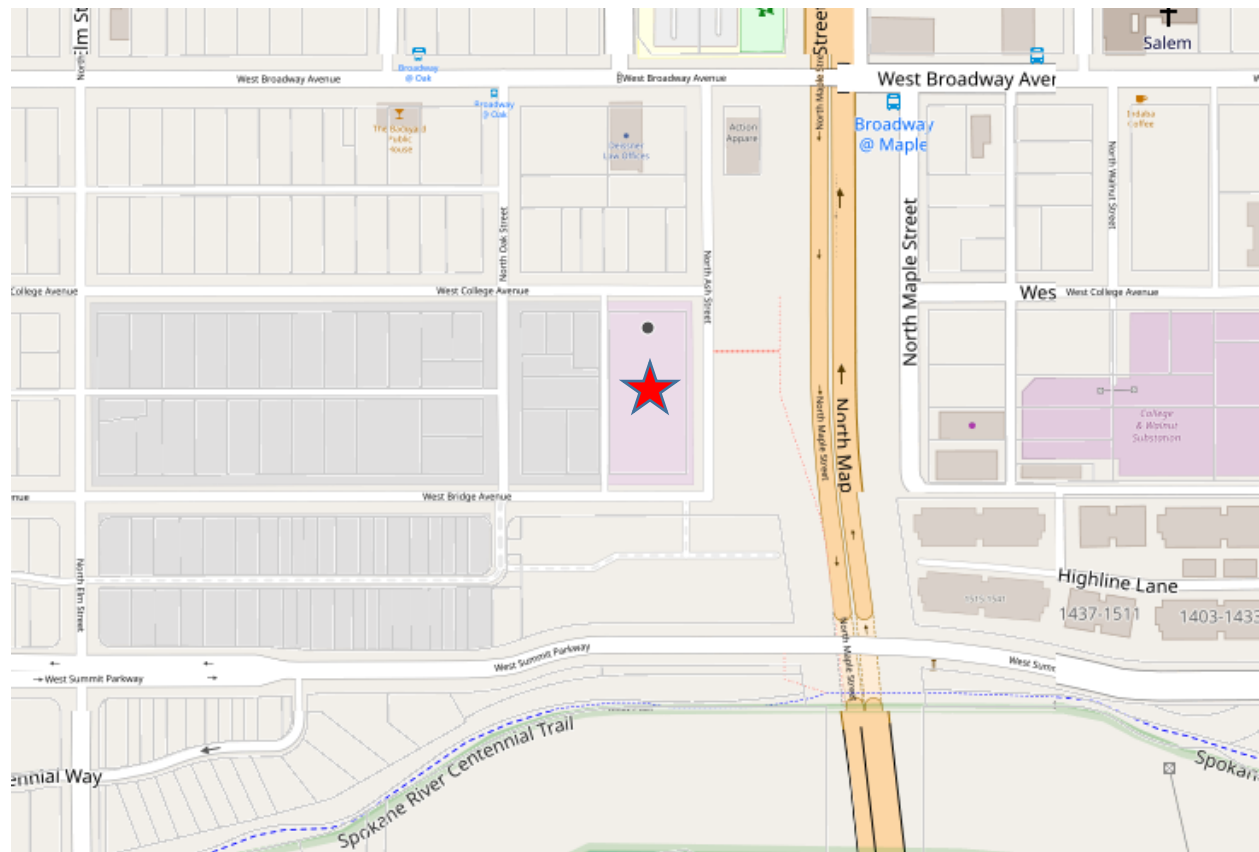
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	March 9, 2020
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract for a new apartment building of up to 10 units at 617 N Ash. Applicant intends to convert portion of building in to brewery use also Property is zoned CC1-NC, so use is allowed. Will utilize parking exemption for MFTE projects in CC zones for residential portion of the building Property in the newly expanded MFTE boundary 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Agnus Development	
Number of units in the project	10
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$521
Estimated Property Tax saved per project annually	\$16,469
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$197,626
Estimated City Tax forgone during the term of exemption per unit	\$6,248
Estimated City Tax forgone during the term of exemption all units	\$74,982
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Agnus Development, LLC, as "Owner" whose business address is 8605 N Rosebury Lane, Spokane, WA 99206.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 5, CHANDLER'S SECOND
ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 31,
IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number(s) 25134.0511, commonly known as 617 N Ash Street.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, four or more new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) 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 the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2020

CITY OF SPOKANE

Jonathan Sweatt for Agnus Dev., LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)

) SS.

County of Spokane

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)

) SS.

County of Spokane

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0305

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ALI BRAST 625-6638

Contact E-Mail

ABRAST@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4700 - MFTE FOR 15 N GRANT ST & 304 E RIVERSIDE AVE

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Boxcar SPO, LLC for 131 new multi-family housing units located at 15 N Grant St and 304 E Riverside Ave, Parcel Numbers 35173.1301, 35173.1302, 35173.1308.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

UE - 3/9/20

Distribution List

abrast@spokanecity.org

kbecker@spokanecity.org

sbishop@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

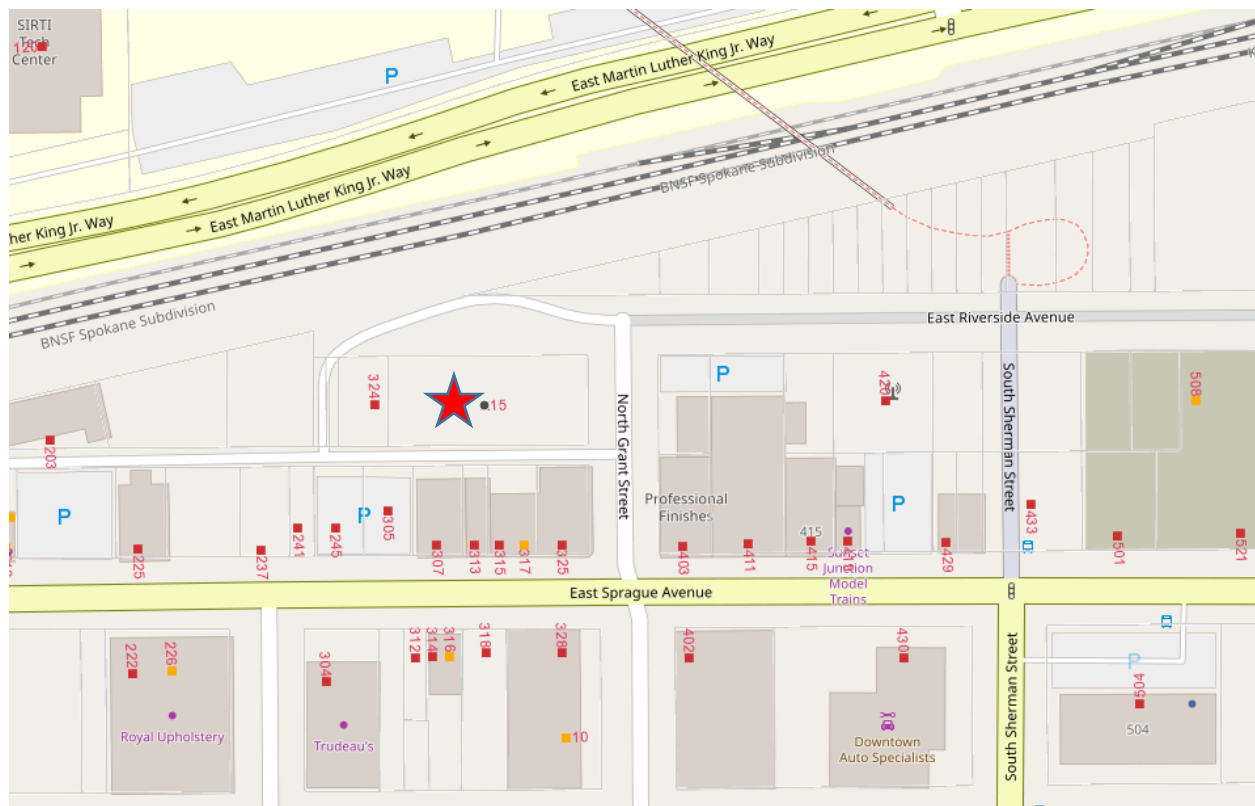
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	March 9, 2020
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: 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. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract for a new 131 unit apartment building at 15 N Grant/304 E Riverside, near the base of the pedestrian bridge, near the Catalyst development. Property is zoned GC-150, so use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Boxcar	
Number of units in the project	131
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$6,821
Estimated Property Tax saved per project annually	\$215,741
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$1,725,932
Estimated City Tax forgone during the term of exemption per unit	\$54,570
Estimated City Tax forgone during the term of exemption all units	\$436,559
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Boxcar SPO LLC, whose mailing address is 116 NW 17th Ave. Portland, OR 97209.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that Boxcar SPO LLC is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, Boxcar SPO LLC is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, Boxcar SPO LLC has an option on a purchase and sale agreement for property located in a residential targeted area; and

WHEREAS, Boxcar SPO LLC has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD 1ST TO 3RD L9-10 B5 and RAILROAD 1ST TO 3RD L1TO8 B5 &2FT
VAC STP E OF&ADJ L 1

Assessor's Parcel Number(s) 35173.1301, 35173.1302, 36173.1308, commonly known as 15 N Grant and 304 E Riverside.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and Boxcar SPO LLC do mutually agree as follows:

1. The City agrees to issue Boxcar SPO LLC a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application

for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, Boxcar SPO LLC shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. Boxcar SPO LLC intends to construct on the site, approximately 131 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. Boxcar SPO LLC agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. Boxcar SPO LLC agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of Boxcar SPO LLC's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on Boxcar SPO LLC's successful completion of the improvements in accordance with the terms of this Agreement and on Boxcar SPO LLC's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that Boxcar SPO LLC is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. Boxcar SPO LLC agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) 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 the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. Boxcar SPO LLC acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If Boxcar SPO LLC converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if Boxcar SPO LLC intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, Boxcar SPO LLC shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. Boxcar SPO LLC will have the right to assign its rights under this Agreement. Boxcar SPO LLC agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should Boxcar SPO LLC, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. Boxcar SPO LLC acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. Boxcar SPO LLC further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. Boxcar SPO LLC agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2020

CITY OF SPOKANE

Boxcar SPO LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0306

Renews #**Cross Ref #****Project #****Bid #****Requisition #**

21540

Submitting Dept

POLICE

Contact Name/Phone

MAJ ERIC 835-4505

Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0680 COPS CONTRACT

Agenda Wording

This contract is for 5 years between SPD and Spokane COPS to act as a liaison between SPD and community groups and the public.

Summary (Background)

COPS was formed to assist neighborhoods in organizing and operating COPS stations, act as a liaison with SPD and community groups and the public. COPS provides services to neighborhoods that increase volunteer efforts and improve quality of life through the community and runs a variety of programs out of their COPS shops.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 303,874.25

0680-11310-21390-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

KING, KEVIN

Division Director

OLSEN, ERIC

Finance

SCHMITT, KEVIN

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

01/13/2020

Distribution List

spdfinance@spokanepolice.org

pstriker@spokanecops.org

eolsen@spokanepolice.org

Additional Approvals**Purchasing**

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE POLICE DEPARTMENT (SPD), a Washington State municipal corporation, as "City", and SPOKANE COMMUNITY ORIENTED POLICING SERVICES (C.O.P.S.), a 501(c)(3) nonprofit corporation, whose address is 6107 North Astor Street, Spokane, Washington 99208, as "C.O.P.S.".

WHEREAS, the City endorses the philosophy of Community Oriented Policing Services (C.O.P.S.) which combines the efficiency of patrolling with the personal involvement of the old police "beats"; and

WHEREAS, the C.O.P.S., a nonprofit corporation, was formed to assist neighborhoods in organizing and operating C.O.P.S. stations, act as a liaison with the Spokane Police Department (SPD) and community groups and the public; and to act as a tax-exempt organization for receipt of charitable contributions to the C.O.P.S. program; and

WHEREAS, the mission of C.O.P.S. is to promote and support a safe community. In partnership with the City of and its residents, and through collaboration with SPD, the Washington State Department of Corrections (DOC) and community stakeholders, C.O.P.S. provide services to neighborhoods that increase volunteer efforts and improve the quality of life throughout the community; and

WHEREAS, the C.O.P.S. program runs a variety of different programs out of their C.O.P.S. Shops, such as Blockwatch, Neighborhood Observation Patrols, Bike Registration, Operation Family ID, Latent Finger Printing, Safe Streets, Mounted Patrol, Paws on Patrol, Off Road Patrol, National Night Out; and

WHEREAS, C.O.P.S. shall perform these services outlined herein in an independent contractor relationship with the City. -- Now, Therefore,

The parties agree as follows:

1. PERFORMANCE / SERVICES.

- A. C.O.P.S. Obligations. C.O.P.S. shall be responsible for providing certain services to the SPD at all C.O.P.S. locations ("Shops"). Those services are listed hereinafter.

As a condition precedent to C.O.P.S. providing the following services through its volunteers, such volunteers shall have successfully completed the C.O.P.S. BASIC TRAINING as required by C.O.P.S. and SPD Chief. Additionally, each volunteer shall authorize a background check and fingerprinting, and will be advised of these requirements by the C.O.P.S. administration. The C.O.P.S. administration will further advise all volunteers that as a result of the background check, individuals may be disqualified or have

limited clearance with respect to access to public information and/or providing those services set forth above.

The services to be provided by C.O.P.S. Shops will be coordinated with the Precinct Captain in which the Shops are located include, but are not limited to:

- 1.) Resource information: information will be available to the community such as:
 - a. Crime prevention and personal safety education
 - b. Connecting with law enforcement
 - c. Providing appropriate problem-solving referrals to Precinct Captains and/or NROs
 - 2.) Physical location: throughout the city, Shops will exist for citizens to stop in to discuss community concerns, get support on how to report and handle these concerns, and obtain printed materials regarding public safety and related topics; and
 - 3.) Shops will do their best to provide business and/or home property checks in coordination with Precinct Captains and/or SPD's Volunteer Services Unit; and
 - 4.) Special programs: Block Watch, Neighborhood Observation Patrol, Mounted Patrol, Paws on Patrol, Off Road Patrol, National Night Out, Bike Registration, Operation Family ID, Code Enforcement Violation Reporting, Latent Finger Printing, Safe Streets, Victim Call Backs, these are examples of some of the programs where C.O.P.S., its Shops and volunteers provide support to the Precincts; and
 - 5.) Partnerships: Shops will develop partnerships with public and private agencies throughout the city to address public safety issues in collaboration with Precinct Captains; and
 - 6.) Additional Services: in addition to the above enumerated services, C.O.P.S. and its Shops agree to provide such other services as the SPD Chief and the C.O.P.S. Board mutually agree upon from time to time; and
 - 7.) Documentation: as part of the aforementioned services, C.O.P.S. shall provide the City with an Annual Report by end of the first (1st) quarter of each year, for the previous year.
- B. City Obligations. The City shall provide services and guidance necessary to assist C.O.P.S. to accomplish the Program Goals and Activities. The SPD Chief, or designees, shall provide mutually agreeable training required of C.O.P.S. staff and volunteers; technical assistance, such as information on crime trends, crime statistics, seminars, etc., in an advisory or participatory capacity, depending upon the program's need.

The SPD Chief, in consideration of C.O.P.S. providing the above referenced services, agrees as follows:

- 1.) An SPD Command Officer, on behalf of the SPD Chief, will act as the liaison to C.O.P.S. for the purpose of administering the provisions of this Contract; and

- 2.) The SPD Chief will provide staff, as appropriate, to assist with training for C.O.P.S. volunteers; and
- 3.) The Mayor and City Council each shall appoint a voting C.O.P.S. Board Member; and
- 4.) The SPD Chief extends to C.O.P.S. the invitation to occupy space within the various SPD Precinct locations throughout the City.

2. RELATIONSHIP OF THE PARTIES / INDEPENDENT CONTRACTOR.

C.O.P.S. agrees and understands that the work/services performed under this Contract are performed as an independent contractor and not as an employee of the CITY and that neither C.O.P.S. nor any of its employees and/or agents acquire any of the rights, privileges, powers, or advantages of CITY employees.

3. CONTACTS FOR RESPONSIBILITY.

- A. C.O.P.S. C.O.P.S.'s designated representative for purposes of Contract administration shall be its Director.
- B. City. The City's designated representative for purposes of Contract administration shall be the SPD Chief, or designee.

4. FINANCIAL OBLIGATIONS.

- (A.) The SPD Chief shall authorize the City to pay C.O.P.S. per calendar year for the services provided by C.O.P.S. under the terms of this Contract. With the exception of 2020, this compensation is payable in four (4) quarterly installments, on the first (1st) day of the months of January, April, July and October. Calendar year 2020 is payable in three (3) quarterly installments with the first installment beginning on April 1, 2020. The total amounts per calendar year are as follows:
 - a. 2020 - \$303874.25 THREE HUNDRED THREE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS AND 25/100
 - b. 2021 - \$416018.72 FOUR HUNDRED SIXTEEN THOUSAND EIGHTEEN DOLLARS AND 72/100
 - c. 2022 - \$432659.46 FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND 46/100
 - d. 2023 - \$449965.83 FOUR HUNDRED FORTY-NINE THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS AND 83/100
 - e. 2024 - \$467964.46 FOUR HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND 46/100

- (B.) C.O.P.S. shall be solely responsible for the following:

- 1) Shop rent and leases; and

- 2) Utility expenses; and
- 3) Local land line telephones and telephone charges, as applicable; and
- 4) Internet charges; and
- 5) Office supplies; and
- 6) Clothing; and
- 7) Staff salaries and benefits; and
- 8) Assuring that all fundraisers conducted by C.O.P.S. at all locations shall be conducted in accordance with applicable laws; and
- 9) Procure and maintaining Directors and Officers (D&O) insurance coverage for C.O.P.S. Board members and staff with limits not less than \$1,000,000.00. Proof of insurance must be submitted to Risk Management in the form of a Certificate of Insurance, signed by the insurance agent annually; and
- 10) General liability, automobile liability and professional liability insurance coverage for all C.O.P.S. operations and services; and
- 11) Property insurance coverage for all C.O.P.S. property, whether CITY owned or non-CITY owned to include C.O.P.S. Shops, building contents, equipment and vehicles. In instances where the non-CITY owned location is a portion of a building, the CITY's responsibility with regard to the public liability and property damage insurance coverage shall apply only to the portion occupied by C.O.P.S. All claims for damages or loss associated with C.O.P.S. must be submitted to Risk Management for consideration and management; and
- 12) Industrial Injury insurance coverage for C.O.P.S. volunteers under the Self-Insured Workers Compensation Program when performing C.O.P.S. duties and functions under the terms of this Contract. Volunteer worker hours must be reported to Risk Management as required; and
- 13) Computers at all stations, including maintenance and upgrading of computers; and
- 14) Cell phones and service; and
- 15) Maintenance of vehicles provided, and notification of required maintenance and checks; and
- 16) Any other business related expenses.

5. TERM. This Contract shall begin April 1, 2020, and run through December 31, 2024, unless terminated earlier, with the possibility of two (2) one-year extensions upon mutual agreement of the parties.

6. FINANCIAL RECORDS. C.O.P.S. shall maintain accurate records to account for its expenditures, and shall submit its completed IRS Form 990 to the City at the conclusion of each year.

7. AUDIT. The City has the right to supervise and audit the finances of C.O.P.S. to ensure that actual expenditures remain consistent with the spirit and intent of this Contract. The Mayor, SPD Chief or designees may inspect and audit all records and other materials and C.O.P.S. shall make such available upon request.

8. LIABILITY. C.O.P.S. (for itself, its officers, employees and volunteers) shall defend, indemnify and hold harmless the City (for itself, its officers and employees) from and against all claims for damages, liability, cost and expense arising out of its negligent acts, errors or omissions or breach of its obligations under this Contract. C.O.P.S.' duty to indemnify for liability arising from the concurrent negligence of the City and C.O.P.S. shall apply only to the extent of the negligence of C.O.P.S.

9. INSURANCE. During the term of the Contract, when C.O.P.S. occupies a City owned property, C.O.P.S. shall maintain in force at its own expense, the following forms of insurance coverage:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to C.O.P.S.' services to be provided under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from C.O.P.S. or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, C.O.P.S. shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as

well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. C.O.P.S. shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. TERMINATION.

A. Both parties reserve the right to terminate this Contract or to revise the Contract amount in any manner which the parties may mutually deem appropriate in order to take account of any future fiscal limitations affecting the City's ability to fund the C.O.P.S. Program. The parties shall provide six (6) months written notice of such revision or termination. In accepting this Contract, the parties mutually acknowledge the possibility for such revisions or termination.

11. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

12. ENTIRE AGREEMENT. This written Contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

13. SEVERABILITY. In the event any provision of this Contract should become invalid or unenforceable, the rest of the Contract shall remain in full force and effect.

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

15. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations, and executive orders which are incorporated by reference into this Contract.

16. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

18. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

20. INDEMNIFICATION. Each party to this Contract shall defend, indemnify and hold the other party, its officers, directors, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of each party in performance of this Contract, except for injuries and damages caused by the sole negligence of one party. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party, its officers, directors, employees, and agents, the party's liability, including the duty and cost to defend, hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes a party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

C.O.P.S.

E-Mail address, if available: _____

By: _____
Director

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

OPR 2020-0307

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**JENNIFER 4056
HAMMOND**Project #****Contact E-Mail**

JHAMMOND@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680 FRONTIER BEHAVIORAL HEALTH

Agenda Wording

Memorandum of understanding between Frontier Behavioral Health and Spokane Police Department

Summary (Background)

Frontier Behavioral Health and the Spokane Police Department are entering into an 1 year agreement to form a partnership directing individuals to community resources and diverting individuals out of the criminal just system and into programs better designed to treat individuals' needs.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Expense \$ 157,310.00

1620-91779-21250-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HAMMOND, JENNIFER

Study Session**Division Director**

HAMMOND, JENNIFER

Other**Finance**

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

spdfinance@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****GRANTS &****CONTRACT MGMT**

STOPHER, SALLY

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	MOU with Frontier Behavioral Health for Mental Health Team services
Date:	3/2/2020
Contact (email & phone):	Kevin King kking@spokanepolice.org 835-4514
City Council Sponsor:	Councilwoman Kinnear
Executive Sponsor:	Police Chief Meidl
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of memorandum of understanding with Frontier Behavioral Health (FBH) that would provide up to \$157,310 to fund 2 mental health professionals during the grant term ended June 30, 2020.
Background/History: The Spokane County Sheriff's Office was awarded funding from WASPC to implement a Mental Health Field Response Teams Program. The Spokane Police Department is a subrecipient of that award and will be forming its own dedicated Mental Health team. SPD was awarded funding for 2 FTE Mental Health Professionals that will be subawarded to Frontier Behavioral Health.	
Executive Summary: <ul style="list-style-type: none"> MOU funded through Washington Association of Sheriffs and Police Chiefs (WASPC) grant MHFRT-2019-001-006 implementing a Spokane Regional Mental Health Field Response Team Spokane County Sheriff's Office was the grant applicant and subawarded to Spokane Police Department under OPR 2020-0043 FBH would assign 2 mental health professionals to work aside SPD officers Total compensation to FBH \$157,310 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

MEMORANDUM OF UNDERSTANDING
Between
FRONTIER BEHAVIORAL HEALTH and
SPOKANE POLICE DEPARTMENT
Regarding
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS SPOKANE
REGIONAL MENTAL HEALTH FIELD RESPONSE TEAM PROJECT

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into this ____ day of _____ 2020 by and between FRONTIER BEHAVIORAL HEALTH ("FBH"), having offices for the transaction of business at 107 South Division Street, Spokane, Washington 99202; the SPOKANE POLICE DEPARTMENT ("SPD"), having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, jointly hereinafter referred to as the "Parties", regarding the Washington Association of Sheriffs and Police Chiefs (WASPC) Spokane Regional Mental Health Field Response Team Project Grant (Grant), attached hereto and incorporated by reference herein.

WHEREAS, the goal of this partnership is directing individuals to community resources and diverting such individuals out of the criminal justice system and into systems and programs better designed to treat individuals' needs.

The Parties agree as follows:

I. PURPOSE OF AGREEMENT.

Whereas the WASPC Grant Proposal sets forth the project details, the purpose of this MOU is to establish basic guidelines for the collaborative partnership between FBH and SPD in the implementation of the Grant and to address issues of training, screening, liability and payment by SPD for the services provided by FBH.

II. RESPONSIBILITIES OF THE PARTIES

A. SPOKANE POLICE DEPARTMENT

1. Prior to service under this grant, SPD shall provide orientation and training to FBH employees designed to prepare the civilian for working alongside SPD officers.
2. SPD acknowledges its obligation to provide for the safety and ongoing training of behavioral health clinicians with whom its officers will work.
3. SPD agrees to commit to the goals and objectives of the WASPC Grant and to work with the behavioral health clinicians toward diverting such individuals out of the criminal justice system and coordinating services that will more effectively treat the needs of the individuals.

B. FRONTIER BEHAVIORAL HEALTH

In order to ensure a successful partnership between behavioral health clinicians and officers, SPD must conduct background screening of FBH employees who are co-deployed with Officers.

1. Behavioral Health Clinicians Under the Grant Must Be Approved by SPD

- a. Application for Volunteer Status Required – FBH employees wishing to become behavioral health clinicians under the Grant must first apply to become volunteers for the Spokane Police Department.
- b. Background Screening – FBH employees wishing to become behavioral health clinicians under the Grant must submit to, and meet, standards of background screening for civilian employees of SPD, including but not limited to a polygraph test and pre-polygraph screening.
- c. Disqualification – Candidates not passing SPD's background screening process may not participate in the program.
- d. Confidentiality of Information – In the event that an FBH employee fails SPD's background screening, details of the background check that led to the conclusions shall remain confidential and shall not be shared with FBH.

2. Duty to Obey Directives of SPD Officers – SPD officers are at all times in command of each situation and shall exercise their judgment in how to maintain proper control of each contact with citizens and suspects. For the safety of the FBH behavioral health clinicians, as well as the safety of officers and members of the public, it is imperative that FBH behavioral health clinicians at all times obey all commands given by their partner SPD officers and/or any other commissioned officer from whom they may receive a directive.

3. Court Testimony – Just as officers are subject to subpoenas, behavioral health clinicians working alongside officers, in the course of their duties as a team member, may be in a position to witness a behavior or event, or overhear a statement, that is unrelated to the individual's medical or mental health status and treatment plan and the coordination of services and which may be admissible in a civil or criminal proceeding. As such, they may be called upon to testify in court at a later date. Behavioral health clinicians acknowledge that this duty is part of their professional obligations.

4. Confidential Communications Shall Not be Included in Law Enforcement Reports – Statements made by individuals, including confidential information exchanged with the behavioral health clinician, are considered privileged communications and shall not be included in reports or disclosed unless required by law.

5. Waiver of Liability – All FBH employees are to read and sign a waiver of liability before riding in a patrol car with a police officer. The waiver contains an orientation checklist of skills and instructions that the FBH employee must learn and understand. The waiver also acknowledges the inherently dangerous nature of

police work, the safety risks attendant to riding with a police officer and their agreement to release SPD from all liability attributable to their participation in this program.

III. INFORMATION ACCESS and CJIS SECURITY.

FBH clinicians may not access the SPD databases. In coordination with the SPD officer serving as the team member, clinicians may be in a position to view screens from law enforcement databases in connection with a particular call, as necessary for the officer to carry out his or her law enforcement duties. All information viewed from law enforcement databases shall be kept confidential and shall not be divulged in any manner.

FBH clinicians shall complete CJIS security training prior to commencing the partnership and shall commit to maintaining the security of all information conveyed through electronic data-systems.

IV. LIABILITY

The City and SPD shall defend, indemnify and hold harmless FBH, its employees and its agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the SPD or the City, its officers, employees and agents in connection with this MOU, except to the extent of the negligence of FBH, its employees and its agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by SPD solely on behalf of FBH, its employees and its agents, FBH shall defend, indemnify and hold harmless SPD and the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

FBH shall defend, indemnify and hold harmless the City and SPD, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of FBH, its employees and agents in connection with this MOU, except to the extent of the negligence of SPD or the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by FBH solely on behalf of SPD or the City, its officers, employees and agents, the City and SPD shall defend, indemnify and hold harmless FBH from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

V. TERM of AGREEMENT.

This Agreement shall be effective commencing July 1, 2019 and continue through June 30, 2020.

VI. COMPENSATION.

SPD will pay FBH an amount not to exceed one hundred fifty-seven thousand three hundred ten dollars (\$157,310.00) for services completed under this MOU during the term of this

MOU. Payment will be made within 30 days of following SPD's receipt of FBH's invoice for monthly services provided by FBH.

VII. AGREEMENT MODIFICATION.

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

VIII. ALL WRITINGS CONTAINED HEREIN.

This Agreement is merged and fully integrated, it 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. All prior memos, emails and other writings on this matter are null and void.

SPOKANE POLICE DEPARTMENT

Craig Meidl
Chief of Police

Date

FRONTIER BEHAVIORAL HEALTH

Jeff Thomas, Ed. D
Chief Executive Officer

Date

CITY OF SPOKANE

Nadine Woodward
Mayor

Date

APPROVED AS TO FORM:

Michael Ormsby
City Attorney

Date

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

CPR 1993-0069

Renews #**Submitting Dept**

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Agenda Item Name

0520 APPOINTMENT TO THE DESIGN REVIEW BOARD

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Appointment of Drew Kleman to the architect position on the Design Review Board for a term of 3/17/20 - 12/31/22.

Summary (Background)

Appointment of Drew Kleman to the architect position on the Design Review Board for a term of 3/17/20 - 12/31/22.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

COTE, BRANDY

Division Director**Finance****Legal****For the Mayor**

ORMSBY, MICHAEL

Council Notifications**Study Session****Other****Distribution List**

bcote@spokanecity.org

dgunderson@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

CPR 2012-0033

Renews #**Submitting Dept**

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Agenda Item Name

0520 APPOINTMENT OF 5 MEMBERS TO THE CHHS BOARD

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Appointment of Barry Barfield, Bob Hutchinson, Jason McCallister, Ike Okoli, and Jeri Rathbun to the CHHS Board each for a term of 3/17/20 - 3/17/23.

Summary (Background)

Appointment of Barry Barfield, Bob Hutchinson, Jason McCallister, Ike Okoli, and Jeri Rathbun to the CHHS Board each for a term of 3/17/20 - 3/17/23.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

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Select \$

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Select \$

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Approvals**Dept Head**

COTE, BRANDY

Division Director**Finance****Legal****For the Mayor**

ORMSBY, MICHAEL

Council Notifications**Study Session****Other****Distribution List**

bcote@spokanecity.org

tsigler@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

CPR 1992-0059

Renews #**Submitting Dept**

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Agenda Item Name

0520 APPOINTMENT TO THE BICYCLE ADVISORY BOARD

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Appointment of Taylor Stevens to the Bicycle Advisory Board for a term of 1/1/20 - 12/31/22.

Summary (Background)

Appointment of Taylor Stevens to the Bicycle Advisory Board for a term of 1/1/20 - 12/31/22.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

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Select \$

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Select \$

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Approvals**Dept Head**

COTE, BRANDY

Division Director**Finance****Legal****For the Mayor**

ORMSBY, MICHAEL

Council Notifications**Study Session****Other****Distribution List**

bcote@spokanecity.org

cquinnhurst@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

CPR 1981-0122

Renews #**Submitting Dept**

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Agenda Item Name

0520 APPOINTMENT TO THE SPOKANE HISTORIC LANDMARKS COMMISSION

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Appointing Cole Taylor, Real Estate Appraiser & Daniel Zapotocky, City at Large positions for a term of 3/17/20 - 12/31/22. And, moving current member Ernie Robeson to the Preservation Construction Specialist position for the remainder of current term

Summary (Background)

Appointing Cole Taylor as Real Estate Appraiser & Daniel Zapotocky as City at Large position to the SHLC for a term of 3/17/20 - 12/31/22. And, moving current member Ernie Robeson from a County seat to the Preservation Construction Specialist position for the remainder of current term, until 12/31/21.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

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Select \$

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Select \$

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Select \$

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Approvals**Dept Head**

COTE, BRANDY

Division Director**Finance****Legal****For the Mayor**

ORMSBY, MICHAEL

Council Notifications**Study Session****Other****Distribution List**

bcote@spokanecity.org

mduvall@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

CPR 2019-0040

Renews #**Submitting Dept**

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Agenda Item Name

0520 REAPPOINTMENT TO THE SALARY REVIEW COMMISSION

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Reappointment of Dycelia Weiss to the Salary Review Commission for a four year term, from 1/1/20 - 12/31/23.

Summary (Background)

Reappointment of Dycelia Weiss to the Salary Review Commission for a four year term, from 1/1/20 - 12/31/23. Ms. Weiss has experience in finance and compensation/benefits review as having previously served on the Salary Review Commission.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

#

Select \$

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Select \$

#

Approvals**Dept Head**

COTE, BRANDY

Division Director**Finance****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing****Council Notifications****Study Session****Other****Distribution List**

bcote@spokanecity.org

msteinolfson@spokancity.org

tbartridge@spokanecity.org

**Agenda Sheet for City Council Meeting of:**

03/16/2020

Date Rec'd

3/4/2020

Clerk's File #

RES 2020-0015

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BRIAN 625-6210

Contact E-Mail

BMCCLATCHEY@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0320-REFERRING CENTENNIAL TRAIL (BOONE-PETTET) PROJECT TO DESIGN

Agenda Wording

A Resolution referring project no. 2017080 (Centennial Trail - Summit Gap - Boone to Pettet) to the Design Review Board for its review.

Summary (Background)

Resolution requesting that the Design Review Board review project no. 2017080 ("Centennial Trail - Summit Gap - Boone to Pettet") and make any necessary written recommendations or requests for information on the project, as soon as is practicable, to help ensure a continuing dialogue between the City, the neighborhoods, the residents of Spokane, and any other interested parties on this public project. (Sponsors: Council Members Mumm and Stratton)

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

ALLERS, HANNAHLEE

Division Director**Finance**

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PSCH Comm., 3/2/2020

Distribution List**Additional Approvals****Purchasing**

RESOLUTION NO. 2020-0015

A Resolution referring project no. 2017080 (Centennial Trail – Summit Gap – Boone to Pettet) to the Design Review Board for its review.

WHEREAS, the City Council created the Design Review Board (DRB) “to: . . . improve communication and participation among developers, neighbors, and the City . . .; . . . ensure that projects subject to design review . . . are consistent with adopted design guidelines and help implement the City’s comprehensive plan; . . . encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit; . . . [and] . . . ensure that public facilities and projects within the City’s right-of-way: wisely allocate the City’s resources, [and] serve as models of design quality” (SMC 04.13.015); and

WHEREAS, under the Spokane Municipal Code (SMC 17G.020.040(A)), all public projects shall be reviewed by the DRB; and

WHEREAS, some types of projects are exempt from review by the DRB, including some City parks projects, some street projects, some utilities projects, “federal, state or county project[s] located on a campus” which meet specific criteria, some types of downtown sidewalk encroachments, and modifications of historic buildings within guidelines established by the historic landmarks commission; and

WHEREAS, recently, the City initiated public project No. 2017080 (“Centennial Trail – Summit Gap – Boone to Pettet”) (the “Project”), to extend the Centennial Trail adjacent to Summit Boulevard, Mission Avenue, West Point Road, and connecting to an existing pathway along Pettet Drive; and

WHEREAS, recently, discussions and presentations that have taken place that have raised potentially serious design issues with the Project; and

WHEREAS, numerous meetings and discussions have taken place regarding the Project, none of which have satisfactorily resolved the potential issues raised by the design of this public project; and

WHEREAS, no DRB exemption applies to the Project; and

WHEREAS, the City Council believes that the best forum for the resolution of these potential design issues of the Project is the DRB, which, as stated above, was created in part to “improve communication and participation among developers, neighbors, and the City”.

NOW THEREFORE, BE IT RESOLVED that the City Council of Spokane requests that the Design Review Board review project no. 2017080 (“Centennial Trail – Summit Gap – Boone to Pettet”) and make any necessary written recommendations or requests for information on the project, as soon as is practicable, to help ensure a continuing dialogue between the City, the neighborhoods, the residents of Spokane, and any other interested parties on this public project.

Passed by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

03/16/2020

<u>Date Rec'd</u>	2/24/2020
<u>Clerk's File #</u>	RES 2020-0016
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JAY ATWOOD X7095	<u>Project #</u>	
<u>Contact E-Mail</u>	JATWOOD@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1970 RESOLUTION TO DONATE SURPLUS FIRE TRUCK CHASSIS 107		

Agenda Wording

SFD proposes to donate for one (\$1.00) dollar one (1) Spartan Motors Pumper, VIN 4S7BT9F05NC004996, Chassis 107 to the Intendencia Nacional de Bomberos del Peru. (Council Sponsor: CM Kinnear)

Summary (Background)

Recent purchases of new fire apparatus have allowed SFD to place previous frontline apparatus into reserve status. As such, older reserve apparatus can now be surplus. This unit is 28 years old & would be taken out of service in 2020. The Intendencia Nacional de Bomberos del Peru will assign this vehicle to Volunteer Station No. 47 in Oxapampa, Peru, population 14,000. This vehicle will remain in active service rather than being sold for scrap value at auction - estimated at \$800-\$1200.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue \$ \$1.00		# 1970-35150-22600-36910-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u> PSCHC 03/02/2020
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	dstockdill@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	jatwood@spokanecity.org
<u>Additional Approvals</u>		fireaccounting@spokanecity.org
<u>Purchasing</u>		

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire
Subject:	Surplus Donation of (1) 1992 Spartan Motors Fire Apparatus
Date:	March 2, 2020
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	April 15, 2020
Outcome: (deliverables, delivery duties, milestones)	Surplusing outdated apparatus conserves Maintenance and Operations funds.
Background/History: Recent purchases of new fire apparatus have allowed SFD to place previous Frontline apparatus into Reserve status. As such, older Reserve apparatus can now be surplus. SFD proposes to donate, for one (1) dollar, one (1) Spartan Motors Pumper, VIN 4S7BT9F05NC004996, Chassis 107 with approximately 123,352 miles to the Intendencia Nacional de Bomberos del Peru. An identical pumper truck sold for \$800 at an SFD auction in July 2018.	
Executive Summary: <ul style="list-style-type: none"> Assists an under-resourced area – The Intendencia Nacional de Bomberos del Peru will assign this vehicle to Volunteer Station No. 47 in the city of Oxapampa, Peru, population 14,000. Provides for continued service - This vehicle will remain in active service rather than being sold for scrap value at auction – estimated at \$800-\$1200. Cost Savings – Due to the low expected auction price, this donation has no real negative impact on the SFD budget. Removing this vehicle from active SFD service will conserve future SFD Maintenance funds. 	
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: NA Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

RESOLUTION 2020-0016

A RESOLUTION declaring a 1992 Spartan Motors Pumper surplus and authorizing its donation to the Intendencia Nacional de Bomberos del Peru, Station Oxampa No. 47 for \$1.00.

WHEREAS, the Spokane Fire Department (SFD) has a 1992 Spartan Motors Pumper, VIN 4S7BT9F05NC004996, Chassis 107, that will be taken out of service with the replacement of new pumpers received during 2020; and

WHEREAS, the unit is 28 years old, has 123,352 miles; and

WHEREAS, the unit has served the City well but is no longer needed in the Spokane system; and

WHEREAS, the value of the Pumper is negligible; and

WHEREAS, RCW 35.22.280(3) allows the City “to dispose of [personal property] as the interests of the [city] may, from time to time, require” and RCW 35A.11.010 allows the City to “dispose of [personal property] for the common benefit” and RCW 39.33.010 allows the City to “sell, transfer, exchange, lease or otherwise dispose of any property”; and

WHEREAS, the surplus Pumper can be used by the Intendencia Nacional de Bomberos del Peru, Station Oxampa No. 47 as a valuable community resource; and

WHEREAS, because of its age and condition the Pumper has no remaining value to the City, and disposal of the Pumper by donation to Intendencia Nacional de Bomberos del Peru, Station Oxampa No. 47 is in the best interests of the City; --

Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares one 1992 Spartan Motors Pumper, VIN 4S7BT9F05NC004996, Chassis 107, surplus and authorizes its donation to Intendencia Nacional de Bomberos del Peru, Station Oxampa No. 47.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

**Agenda Sheet for City Council Meeting of:**

03/16/2020

<u>Date Rec'd</u>	2/24/2020
<u>Clerk's File #</u>	RES 2020-0017
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JAY ATWOOD X7095	<u>Project #</u>	
<u>Contact E-Mail</u>	JATWOOD@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1970 RESOLUTION TO DONATE SURPLUS FIRE TRUCK CHASSIS 108		

Agenda Wording

SFD proposes to donate for one (\$1.00) dollar one (1) Spartan Motors Pumper, VIN 4S7BT9F07NC004997, Chassis 108 to Spokane County Fire District 2. District 2 will utilize this Pumper as a reserve apparatus. (Council Sponsor: CM Kinnear)

Summary (Background)

Recent purchases of new fire apparatus have allowed SFD to place previous frontline apparatus into reserve status. As such, older reserve apparatus can now be surplus. This unit is 28 years old & would be taken out of service in 2020. Fire District #2 will employ this vehicle in a reserve capacity. This vehicle will remain in active service rather than being sold for scrap value at auction - estimated at \$800-\$1200.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue \$ \$1.00		# 1970-35150-22600-36910-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u> PSCHC 03/02/2020
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	dstockdill@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	jatwood@spokanecity.org
<u>Additional Approvals</u>		fireaccounting@spokanecity.org
<u>Purchasing</u>		

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire
Subject:	Surplus Donation of (1) 1992 Spartan Motors Fire Apparatus
Date:	March 2, 2020
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	April 15, 2020
Outcome: (deliverables, delivery duties, milestones)	Surplusing outdated apparatus conserves Maintenance and Operations funds.
Background/History: Recent purchases of new fire apparatus have allowed SFD to place previous Frontline apparatus into Reserve status. As such, older Reserve apparatus can now be surplused. SFD proposes to donate, for one (1) dollar, one (1) Spartan Motors Pumper, VIN 4S7BT9F07NC004997, Chassis 108 with approximately 164,335 miles to Spokane County Fire District 2. District 2 will utilize this Pumper as a Reserve apparatus as it is a close match to apparatus they currently own. An identical pumper truck sold for \$800 at an SFD auction in July 2018.	
Executive Summary: <ul style="list-style-type: none"> Assists a Regional Fire District – Fire District #2 will employ this vehicle in a Reserve capacity. Provides for continued service - This vehicle will remain in active service rather than being sold for scrap value at auction – estimated at \$800-\$1200. Cost Savings – Due to the low expected auction price, this donation has no real negative impact on the SFD budget. Removing this vehicle from active SFD service will conserve future SFD Maintenance funds. 	
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: NA Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

RESOLUTION 2020-0017

A RESOLUTION declaring a 1992 Spartan Motors Pumper surplus and authorizing its donation to the Spokane County Fire District 2 for \$1.00.

WHEREAS, the Spokane Fire Department (SFD) has a 1992 Spartan Motors Pumper, VIN 4S7BT9F07NC004997, Chassis 108, that will be taken out of service with the replacement of new pumpers received during 2020; and

WHEREAS, the unit is 28 years old, has 164,335 miles; and

WHEREAS, the unit has served the City well but is no longer needed in the Spokane system; and

WHEREAS, the value of the Pumper is negligible; and

WHEREAS, RCW 35.22.280(3) allows the City “to dispose of [personal property] as the interests of the [city] may, from time to time, require” and RCW 35A.11.010 allows the City to “dispose of [personal property] for the common benefit” and RCW 39.33.010 allows the City to “sell, transfer, exchange, lease or otherwise dispose of any property”; and

WHEREAS, the surplus Pumper can be used by Spokane County Fire District 2 as a spare Pumper; and

WHEREAS, because of its age and condition the Pumper has no remaining value to the City, and disposal of the Pumper by donation to Spokane County Fire District 2 is in the best interests of the City; --

Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares one 1992 Spartan Motors Pumper, VIN 4S7BT9F07NC004997, Chassis 108, surplus and authorizes its donation to Spokane County Fire District 2.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

**Agenda Sheet for City Council Meeting of:**

12/09/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35870

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KATE BURKE 625-6275

Project #**Contact E-Mail**

KATEBURKE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**PSCH Committee,
12/2/2019**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35870

An ordinance prohibiting the use of so-called “mosquito” devices; amending sections 10.08D.030, 10.08D.050, and 10.08D.140; and enacting a new section 10.08D.145 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.030 Definitions

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. “A-weighted sound level” means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. “Ambient sound” means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. “Amplified” means to increase a sound level by electronic, mechanical or other means.
- D. “Amplification equipment” means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. “Background sound level” means the level of all sounds in a given environment, independent of the specific source being measured.
- F. “Commercial noise” means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. “dBA” means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National

Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.

- H. “Decibel” (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated “dB.”
- I. “EDNA” means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. “Exterior electrical equipment noise” means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.
- K. “Law enforcement officer” means a police officer or other officials who have a limited police commission.
- L. “Lmax” means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax “fast” is defined as a 125-millisecond time-weighted maximum.
- M. “L(n)” means sound level that is exceeded “n” percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. “Mosquito device” means an electronic device which emits sound at a frequency of 15 kHz or above.
- ~~((“Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.))~~
- O. “Performer” means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.

- P. “Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- Q. “Public disturbance noise” means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. “Unreasonable sound” is defined in this chapter.
- R. “Public right-of-way” means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. “Receiving property” means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. “Sound amplification equipment” means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. “Sound level” means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. “Sound level meter” means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.
- W. “Unreasonable sound” means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

Section 2. That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.050 Unlawful Sounds – Maximum Permissible Environmental Sound Levels and Prohibited Frequencies

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. From the effective date of this section until December 31, 2021, it shall be unlawful for any person to use, deploy, or activate a mosquito device, as defined in this chapter, which is audible in any public space or right of way in Spokane.

Section 3. That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.140 Violation – Penalty

~~A. A first violation of this chapter((, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.~~

~~1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.~~

~~2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.~~

~~3. Mandated minimums shall include statutory costs and assessments.~~

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~~B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds)) shall constitute a class 2 civil infraction. A second violation within a one year period shall be a ((misdemeanor pursuant to SMC 10.08D.140(A)))class 1 civil infraction. A third violation within a one-year period shall be a misdemeanor.~~

~~((C.))B.~~ No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, ~~((and))~~ has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law or code enforcement officer may ~~((than))then~~ ((issue a citation))take enforcement action under this section.

Section 4. That there is enacted a new section 10.08D.145 of the Spokane Municipal Code to read as follows:

Section 10.08D.145 Private right of action.

- A. Each person or class of persons aggrieved by a violation of this chapter by any other person(s) may bring an action against the person(s) violating this section in the Spokane County Superior Court.
- B. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date