

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the September 19, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of September 19, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2483 291 2348; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, September 19, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 of interest not relating to 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.

**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!**

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

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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's Director of Policy and Government Relations 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 19, 2022

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 JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|------------------------------------|---------------|
| 1. | Contract Amendment with Spokane Community Oriented Policing Services (C.O.P.S.) to include additional funding for two victim advocates for victims of property crime from August 1, 2022, through December 31, 2022—not to exceed \$135,000. (Council Sponsor: Council Member Stratton)
Johnnie Perkins | Approve | OPR 2020-0306 |
| 2. | Memorandum of Understanding between Spokane County Sheriff's Office and Spokane Police Department to sub-award WASPC grant funds for the Fiscal Year 2022-2023 Regional Mental Health Field Response Team program from June 1, 2022, through June 30, 2023—\$879,780. (Relates to Special Budget Ordinance C36274) (Council Sponsors: Council President Beggs and Council Member Bingle)
Eric Olsen | Approve | OPR 2022-0639 |
| 3. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2022-0002 |
| 4. | City Council Meeting Minutes: _____, 2022. | Approve
All | CPR 2022-0013 |

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it

shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36273** **Channel Five Equipment Reserve Fund**
 1) Increase the appropriation by \$74,000.
 A) Of the increased appropriation, \$74,000 is provided solely for the purchase of data storage and video production equipment for the Communications Department.
 B) The appropriation increase is funded from the Channel Five Equipment Reserve Fund's unappropriated reserves.
- (This action arises from the need to purchase video production and storage equipment.) (Council Sponsors: Council Members Stratton and Wilkerson)
John Delay
- ORD C36274** **Public Safety and Judicial Grant Fund**
 1. Increase revenue by \$879,780
 A) Of the increased revenue, \$879,780 is from SCSO as a grant-pass through of WASPC awarded funding
 2. Increase appropriations by \$879,780
 A) Of the increased appropriation, \$772,525 will be used to create 5 new positions: with 1 position already in place
 B) \$97,255 will be used to fund overtime related to grant activity
 C) \$10,000 will be used for travel and training costs
- (This action arises from the need to accept funding for the regional Mental Health teams.) (Relates to Consent Agenda Item No. 2)(Council Sponsors: Council President Beggs and Council Member Bingle)
Eric Olsen

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0082** **Declaring Stryker Sales Corporation (Redmond, WA) a sole-source**
OPR 2022-0640 **provider and authorizing the City to enter into a ten-year contract to**
 provide Stryker ALS360 SFD Capital Medical Devices Program for the
 City of Spokane Fire Department beginning in 2023—\$449,770.08, plus
 sales tax, annually without public bidding. (Council Sponsors: Council
 President Beggs and Council Member Kinnear)
 Brian Schaeffer
- ORD C36255** (To be considered under Hearings Item H2.)
- ORD C36270** (To be considered under Hearings Item H3.)

- ORD C36271 Relating to the permitted use of forfeiture funds; amending sections 8.19.030 and .040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Council President Beggs
- ORD C36272 Relating to the Protection of Public Lands and Properties; and amending sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Council President Beggs

FIRST READING ORDINANCES

ORD C36275 (To be considered under Hearings Item H1.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

		<u>RECOMMENDATION</u>	
H1.	a. Hearing on vacation of the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street, as requested by Camtex, Inc.	Approve Subject to Conditions	
	b. First Reading Ordinance C36275 vacating the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street. (Council Sponsors: Council Members Cathcart and Bingle) Eldon Brown	Further Action Deferred	ORD C36275
H2.	a. Hearing set by Resolution 2022-0076 declaring the intention of City Council to change or establish certain assessment rates within the East Sprague Parking and Business Improvement Area.	Hold Hearing/ Close Hearing	
	b. Final Reading Ordinance C36255 relating to the East Sprague Parking and Business Improvement Area regarding changing certain assessment rates,	Pass Upon Roll Call Vote	ORD C36255

amending Spokane Municipal Code (SMC) Section 04.31C.040.

(Council Sponsors: Council Members Bingle and Cathcart)

Amanda Beck

- | | | | |
|-----|--|---------------------------------|-------------------|
| H3. | Hearing on Final Reading Ordinance C36270 of the City of Spokane, Washington, suspending the acceptance of annual applications for amendments to the City's Comprehensive Plan until completion of the City's Comprehensive Plan Update for Shaping Spokane Housing, and deferring and suspending the processing of applications which cannot be completed before December 31, 2022. (Council Sponsors: Council President Beggs and Council Member Kinnear) | Pass Upon Roll Call Vote | ORD C36270 |
|-----|--|---------------------------------|-------------------|
- Kevin Freibott**

Motion to Approve Advance Agenda for September 19, 2022 (per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. 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 of interest not relating to 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.

ADJOURNMENT

The September 19, 2022, Regular Legislative Session of the City Council is adjourned to September 26, 2022.

NOTES



Agenda Sheet for City Council Meeting of: 09/19/2022

<u>Date Rec'd</u>	8/31/2022
<u>Clerk's File #</u>	OPR 2020-0306
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE, TREASURY & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JOHNNIE PERKINS 6502	<u>Project #</u>	
<u>Contact E-Mail</u>	JPERKINS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	AMENDMENT TO ADD FUNDS COPS CONTRACT OPR 2020-0306		

Agenda Wording

In March 2020 the SPD and Spokane COPS entered into an agreement wherein COPS will act as liaison with the SPD and community groups and the public.

Summary (Background)

We would like to amend the agreement to include additional funding of \$135,000.00 from the public safety levy to fund two (2) victims advocates for victims of property crime.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 135,000.00

Select \$

Select \$

Select \$

Budget Account

1625-30210-21100-54201-99999

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance MURRAY, MICHELLE

Legal HARRINGTON,
MARGARET

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other Public Safety 8/29/22

Council Sponsor CM Stratton

Distribution List

mmurray@spokanecity.org

laga@spokanecity.org

kschmitt@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Safety 8/29/22

Submitting Department	Finance
Contact Name & Phone	Johnnie Perkins 625-6502
Contact Email	jperkins@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment to add funds COPS contract OPR 2020-0306
Summary (Background)	<p>In March 2020 the SPD and Spokane COPS entered into an agreement wherein COPS will act as liaison with the SPD and community groups and the public.</p> <p>We would like to amend the agreement to include additional funding of \$135,000.00 from the public safety levy to fund two (2) victims advocates for victims of property crime.</p>
Proposed Council Action & Date:	Approve funding 9/19/22
Fiscal Impact: Total Cost: <u>\$135,000.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Public Safety Levy Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

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

N/A

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

N/A



City of Spokane
CONTRACT AMENDMENT

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

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

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

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

WHEREAS, a change or revision of the Work and additional funds have been requested, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 30, 2020, any previous amendments, addendums and/or extensions/ renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2022, and shall run through December 31, 2022.

3. ADDITIONAL WORK.

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

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

4. COMPENSATION.

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

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

SPOKANE POLICE DEPARTMENT

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
09/19/2022

Date Rec'd	8/30/2022
Clerk's File #	OPR 2022-0639
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	ERIC OLSEN 835-4505
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1620-MOU FOR FY22-23 BHU GRANT PROGRAM

Agenda Wording

Memorandum of Understanding between Spokane County Sheriffs Office (SCSO) and Spokane Police (SPD) to sub-award WASPC grant funds for the FY22-23 Regional Mental Health Field Response Team program.

Summary (Background)

SPD and SCSO jointly applied and were subsequently awarded grant funding from WASPC for the continued operation of the regions Mental Health Field Response Team. Spokane County is designated as the lead agency on the grant and the City will receive funding for 6 SPD FTE's assigned to the unit: 1 Sergeant who will supervise the unit, 1 Mental Health Coordinator, and 4 SPD Police Officers. Grant period 07/01/22 - 06/30/2023

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue	\$ 879,780	<u>Budget Account</u>	# 1620-91804-99999-33469-99999
Expense	\$ 879,780		# 1620-91804-21250-VARIOUS
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	MEIDL, CRAIG
<u>Division Director</u>	MEIDL, CRAIG
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON, MARGARET
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	PSCHC 08/29/2022
<u>Council Sponsor</u>	Beggs/Bingle

Distribution List

spdfinance
eolsen
jkernkamp

Additional Approvals

<u>Purchasing</u>	
<u>ACCOUNTING - GRANTS</u>	MURRAY, MICHELLE

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmembers Bingle & Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	FY22-23 BHU grant award & SBO
Summary (Background)	<p>The City of Spokane Police Department is seeking continued acceptance of grant funds from the Washington Association of Sheriffs and Police Chiefs (WASPC), through Spokane County Sheriffs Office, that will be used to operate the collaborative Mental Health Field Response Teams Program.</p> <p>Total funding awarded to the City is \$879,780 and will be used:</p> <ul style="list-style-type: none"> • Salary/Benefits - \$772,525 <ul style="list-style-type: none"> ○ Used to fund 6 FTE's • Overtime - \$97,255 • Travel/Training - \$10,000 <p>Assigned under the grant will be one SPD Sergeant, one Mental Health Coordinator, and four Senior Police Officers. These will be new, grant-funded positions created in the Police Grants Fund.</p> <p>Grant period July 1, 2022 through June 30, 2023</p> <p>Special budget ordinance is required to appropriately recognize grant revenue/expenses and creation of 5 new grant funded positions (1 position already available).</p>
Proposed Council Action & Date:	Acceptance of grant and SBO- September 12 th , 2022
Fiscal Impact: Total Cost: <u>\$879,780</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WASPC grant funds through SCSO Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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



Washington Association of
**SHERIFFS &
POLICE CHIEFS**

3060 Willamette Drive NE
Lacey, WA 98516
360-486-2380 (Phone)
360-486-2381 (Fax)
www.waspc.org

President

Chief Steve Crown
City of Wenatchee

President-Elect

Sheriff Tom Jones
Grant County

Vice President

Chief Darrell Lowe
City of Redmond

Past President

Sheriff Rick Scott
Grays Harbor County

Treasurer

Chief Brett Vance
City of Montesano

Executive Board

Chief John Batiste
Washington State Patrol

Sheriff Brad Thurman
Cowlitz County

Chief Cherie Harris
City of Kirkland

Sheriff Kevin Morris
Douglas County

Chief Rafael Padilla
City of Kent

Sheriff James Raymond
Franklin County

Don Voiret, SAC
FBI—Seattle

Chief Sam White
Lower Elwha Klallam
Police Department

Steven D. Strachan
Executive Director

June 27, 2022

Via email: jnowels@spokanesherriff.org

Undersheriff - John Nowels
Spokane County Sheriff's Office
1100 W Mallon
Spokane, WA 99260

Dear Undersheriff Nowels,

Subject: Mental health Field Response (MHFR) Grant Program

Thank you for your Mental health Field Response Grant Program application. The grant review committee has reviewed and approved your application for funding under this program. Please note that your request was not approved as submitted. Additional details about your approval can be found in Schedule B of the attached contract.

The final due date for a signed copy of the attached contract is 4:00 PM PDT on July 29, 2022. If you are unable to execute your contract by this date, please notify me as soon as possible with a date that you anticipate being able to execute the contract by. Failure to return a signed copy by the deadline may result in the withdrawal of this award to your agency. Please note that the contract document must be signed and returned in its entirety, with no pages missing or left out.

Signed contracts may be sent to me in PDF format via email at sbriggs@waspc.org. Alternatively, if your agency requires a direct countersigned contract, please send one signed copy of your entire contract and all attachments by mail to:

WASPC Mental Health Field Response Program
Attn: Steven Briggs
3060 Willamette Dr. NE
Ste 200
Lacey, WA 98516

I look forward to working with you in the coming year. If you have any questions, please contact me by phone at (360) 486-2389 or email me at sbriggs@waspc.org.

Sincerely,

Steven Briggs

Steven Briggs
Programs Coordinator
cc: Sheriff Knezovich via email: oknezovich@spokanesherriff.org

Serving the Law Enforcement Community and the Citizens of Washington

MEMORANDUM OF UNDERSTANDING
Between
SPOKANE COUNTY and the
SPOKANE COUNTY SHERIFF'S OFFICE and
the CITY OF 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 by and between SPOKANE COUNTY ("COUNTY"), having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260; the SPOKANE COUNTY SHERIFF'S OFFICE ("SCSO"), having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260; and the CITY OF 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), received by the SCSO and to which the SPD is designated as a subrecipient of grant funds distributed by the SCSO as the lead agency for the WASPC Grant, attached hereto and incorporated by reference herein.

WHEREAS, the goal of the WASPC Grant 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:

1. PURPOSE OF MOU

The purpose of this MOU is to implement the portion of the WASPC Grant as it relates to the distribution of funds by SCSO as lead agency of the grant to the SPD for the award period of July 1, 2022 through June 30, 2023.

2. TERM

This MOU shall begin July 1, 2022 and runs through June 30, 2023. Either party may terminate this MOU at any time for cause after a reasonable time to cure the breach of the upon thirty (30) days' written notice to the other party.

3. FUNDING

SCSO shall distribute funds to SPD. The WASPC Grant funds distributed to SPD are for the WASPC Grant purposes and shall:

- Be only those necessary for proper and efficient administration of the WASPC Grant.
- Be only those allowable under the principles and standards of WASPC.
- Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines.

- Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in Section 2 of this MOU.
- Be adequately supported by source documentation.
- SPD agrees to use the approved purchasing policies and bid procedures required by the City of Spokane for expenditures involving the WASPC Grant.
- SPD agrees to maintain accounting records following generally accepted accounting principles for the expenditures of WASPC Grant funds.
- SPD agrees to maintain all documentation for costs incurred for a six (6) year period following the final payment for the WASPC Grant.
- SPD will bill SCSO monthly for actual expenses. SPD will receive up to a maximum of Eight Hundred Seventy-Nine Thousand Seven Hundred Eighty Dollars (\$879,780.00) for allowable costs as set forth in the attached Budget Reallocation Document.

Funding will be allocated to the following categories:

- A. Salaries & Benefits - \$772,525.00
- B. Overtime - \$97,255.00
- C. Supplies - \$0
- D. Travel/Training - \$10,000.00

Salary is authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Budget may not be shifted from one-line item to another line item without prior written approval from SCSO and WASPC.

Funding is subject to the continuation of full funding by the State of Washington and is also subject to the policies and procedures of WASPC.

4. PAYMENT

Requests for reimbursement by SPD shall be made on or before the **5th** of each month for the previous month's expenditures. Reimbursement shall be in accordance with the terms and conditions and itemized budget as set forth in Section No. 3 of this MOU. In conjunction with each reimbursement request, SPD shall certify that services to be performed under this MOU do not duplicate any services to be charged against any other grant, subgrant or other funding source. Reimbursement requests shall be submitted no more than once a month.

All reimbursement requests must be submitted with:

- appropriate supporting documentation, including copies of receipts, payroll distribution reports as well as invoices and time and effort tracking as directed by

SCSO; and

- WASPC required program reporting.

5. SUPPLANTING

Funding provided under this MOU must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of monitoring and audit. If there is a potential presence of supplanting, SPD will be required to supply documentation demonstrating that the reduction in non-WASPC Grant resources occurred for reasons other than the receipt or expected receipt of WASPC Grant funds.

6. AUDIT AND REVIEW

The SPD shall allow SCSO, COUNTY and WASPC staff and one of their duly authorized representative's access, for purposes of inspection, audit and examination, to any books, documents, papers, records, equipment and personnel that are related to the WASPC Grant.

7. MODIFICATION

No modification or amendment of this MOU shall be valid until the same is reduced to writing and executed with the same formalities as this present MOU.

8. NOTICES

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid. The agent for the SPD to receive notices pursuant to this section shall be the SPD Chief Craig Meidl or his designee. The agent for the SCSO to receive notices pursuant to this section shall be Sheriff Ozzie D. Knezovich or his designee.

9. INDEMNIFICATION/LIABILITY

COUNTY and SCSO shall defend, indemnify and hold harmless SPD, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of SCSO or COUNTY, their deputies, employees and agents in connection with this MOU, except to the extent of the negligence of SPD, its officers, employees and its agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by SCSO solely on behalf of SPD, its officers, employees and agents, SPD shall defend, indemnify and hold harmless SCSO and COUNTY from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

SPD shall defend, indemnify and hold harmless COUNTY and SCSO, their deputies, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of SPD, its officers, employees and agents in connection with this MOU, except to the extent of the negligence of SCSO or COUNTY, their deputies, employees and 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 SCSO or COUNTY, their deputies, employees and agents, COUNTY and SCSO shall defend, indemnify and hold harmless SPD from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

10. 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 MOU 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 Parties agree 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 this MOU.

11. GOVERNANCE

This MOU is entered into pursuant to and under the authority granted by the laws, rules, and regulations of the State of Washington and any applicable federal laws.

12. ALL WRITINGS CONTAINED HEREIN

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

13. HEADINGS

The section headings in this MOU have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they pertain.

14. DEBARMENT AND SUSPENSION

SPD 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.

15. ATTACHMENTS

Attachments which are a part of this MOU are:

Attachment "A" WASPC Grant Award Documents

Attachment "B" Budget Reallocation Document

Attachment "C" Certificate Regarding Debarment.

SPOKANE COUNTY SHERIFF'S OFFICE

Ozzie D. Knezovich
Sheriff

Date

CITY OF SPOKANE POLICE DEPARTMENT

Craig Meidl
Chief

Date

PASSED AND ADOPTED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

ATTEST:

Al French, Vice-Chair

Ginna Vasquez, Clerk of the Board

Josh Kerns, Commissioner

ATTACHEMENT “A”

WASPC GRANT AWARD DOCUMENTS

WASPC Grant Award Documents consist of 45 pages containing the following:

1. Spokane County Resolution 2022-0483 signed by the Spokane Board of County Commissioners on July 19, 2022.
2. Fully executed Washington Association of Sheriffs and Police Chiefs Mental Health Field Response Team Contract No. MHFR-22-008
3. Spokane County Mental Health Field Response Team Application.

ATTACHMENT “B”
BUDGET REALLOCATION DOCUMENT

Not applicable this funding cycle

ATTACHMENT “C”

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Contractor Signature: _____ Date: _____

Print Name and Title: _____

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

09/19/2022

Date Rec'd

8/22/2022

Clerk's File #

ORD C36273

Renews #**Submitting Dept**

COMMUNICATIONS & MARKETING

Cross Ref #**Contact Name/Phone**

JOHN DELAY X6355

Project #**Contact E-Mail**

JDELAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1940 - CHANNEL FIVE EQUIPMENT RESERVE SBO

Agenda Wording

The Communications department is seeking the approval of an SBO to increase the appropriation using unappropriated reserves in order to purchase equipment that will be used for CityCable 5 video production.

Summary (Background)

CityCable 5 utilizes a "PEG" (Public, Education, Government) Fee that is assessed to each Comcast cable subscriber to purchase capital equipment to produce video content for distribution to Spokane citizens. This fee is part of the Cable Franchise agreement with Comcast cable. The Communications department is requesting to increase the Channel Five Equipment Reserve fund appropriation by \$74,000 to purchase equipment that will be used in video production for Community Programming.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 74,000

1940-37310-94000-56406-99999

Select \$

#

Select \$

#

Select \$

#

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

DELAY, JOHN

Study Session\Other

F&A Committee 8-15-22

Division Director

CODDINGTON, BRIAN

Council SponsorCM Stratton, CM
Wilkerson**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

jdelay@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ywang@spokanecity.org

Additional Approvals

bcoddington@spokanecity.org

Purchasing**MANAGEMENT &
BUDGET**

STRATTON, JESSICA

Committee Agenda Sheet

Finance Committee

Submitting Department	Communications (Channel Five Equipment Reserve - PEG Funds)
Contact Name & Phone	John Delay 6355
Contact Email	jdelay@spokanecity.org
Council Sponsor(s)	Stratton/Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5:00
Agenda Item Name	Channel Five Equipment Reserve SBO
Summary (Background)	The Communications Department is requesting the approval of a Special Budget Ordinance to increase the Channel Five Equipment Reserve Fund appropriation by \$74,000 to purchase a video asset management/central storage system and camera packages to be used for video production. CityCable 5 utilizes a "PEG" (Public, Education, Government) Fee that assessed to each Comcast cable subscriber to purchase capital equipment to produce video content for distribution to Spokane citizens. This fee is part of the Cable Franchise agreement with Comcast cable.
Proposed Council Action & Date:	Approval of this contract to fulfill Comcast Cable Franchise Requirements under section 19 "Community Programming". September 19, 2022
Fiscal Impact: Total Cost: \$74,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

As part of the Franchise, the City utilizes these funds to produce PEG programming that gets distributed to all cable customers.

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

The recently adopted cable franchise requires Comcast Cable to provide educational access programming to be carried on the basic cable tier which is the most affordable tier of cable television.

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

N/A

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

Utilization of these funds allow for the promotion of all City Services to the Citizens of Spokane regarding all topics described above. Such videos have included promotion of the new City Spokane Housing Action Plan, utilization of new technology for street reconstruction and recording of City media events.

ORDINANCE NO C36273

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

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

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$74,000.
- A) Of the increased appropriation, \$74,000 is provided solely for the purchase of data storage and video production equipment for the Communications Department.
- B) The appropriation increase is funded from the Channel Five Equipment Reserve Fund's unappropriated reserves.

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

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of: 09/19/2022

Date Rec'd	8/30/2022
Clerk's File #	ORD C36274
Renews #	
Cross Ref #	OPR 2022-0639
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	ERIC OLSEN 835-4505
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1620 - FY22-23 BHU GRANT SBO

Agenda Wording

Special Budget Ordinance to increase appropriations as a result of recently awarded grant funds from the Washington Association of Sheriffs and Police Chiefs, through the Spokane County Sheriffs Office, for continued funding of the BHU program.

Summary (Background)

The Spokane Police Department and Spokane County Sheriffs Office jointly applied and were awarded grant funds to continue operating the regions Mental Health Field Response Team program. Grant funds will be used to fund 6 SPD FTE's along with allocations for overtime and training. Total award \$879,780 with a grant period of 07/01/22 - 06/30/23.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 879,780

Expense \$ 879,780

Select \$

Select \$

Budget Account

1620-91804-99999-33469-99999

1620-91804-21250-VARIOUS

#

#

Approvals

Dept Head	OLSEN, ERIC
Division Director	OLSEN, ERIC
Finance	SCHMITT, KEVIN
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PSCHC 08/29/2022
Council Sponsor	Beggs/Bingle

Distribution List

spdfinance
eolsen@spokanepolice.org

Additional Approvals

Purchasing

MANAGEMENT & BUDGET

ACCOUNTING - GRANTS

STRATTON, JESSICA

MURRAY, MICHELLE

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmembers Bingle & Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	FY22-23 BHU grant award & SBO
Summary (Background)	<p>The City of Spokane Police Department is seeking continued acceptance of grant funds from the Washington Association of Sheriffs and Police Chiefs (WASPC), through Spokane County Sheriffs Office, that will be used to operate the collaborative Mental Health Field Response Teams Program.</p> <p>Total funding awarded to the City is \$879,780 and will be used:</p> <ul style="list-style-type: none"> • Salary/Benefits - \$772,525 <ul style="list-style-type: none"> ○ Used to fund 6 FTE's • Overtime - \$97,255 • Travel/Training - \$10,000 <p>Assigned under the grant will be one SPD Sergeant, one Mental Health Coordinator, and four Senior Police Officers. These will be new, grant-funded positions created in the Police Grants Fund.</p> <p>Grant period July 1, 2022 through June 30, 2023</p> <p>Special budget ordinance is required to appropriately recognize grant revenue/expenses and creation of 5 new grant funded positions (1 position already available).</p>
Proposed Council Action & Date:	Acceptance of grant and SBO- September 12 th , 2022
Fiscal Impact: Total Cost: <u>\$879,780</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WASPC grant funds through SCSO Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

ORDINANCE NO C36274

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

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

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

The City of Spokane does ordain:

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

1. Increase revenue by \$879,780
 - A) Of the increased revenue, \$879,780 is from SCSO as a grant-pass through of WASPC awarded funding
2. Increase appropriations by \$879,780
 - A) Of the increased appropriation, \$772,525 will be used to create 5 new positions: with 1 position already in place
 - B) \$97,255 will be used to fund overtime related to grant activity
 - C) \$10,000 will be used for travel and training costs

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

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
09/19/2022

<u>Date Rec'd</u>	8/2/2022
<u>Clerk's File #</u>	RES 2022-0082
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2022-0640
<u>Project #</u>	
<u>Bid #</u>	SOLE SOURCE
<u>Requisition #</u>	2023 FUNDS

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	1970 - STRYKER SOLE SOURCE RESOLUTION & CONTRACT

Agenda Wording

Declare Stryker Sales Corporation as a Sole Source Vendor and approve contract to provide Stryker ALS360 SFD Capital Medical Devices Program. Contract will begin in 2023 and will be in place for ten (10) years. Cost will be \$449,770.08 annually.

Summary (Background)

Under state and FDA regulations, the Spokane Fire Department is required to have and maintain cardiac monitor/defibrillators to identify and treat life-threatening cardiac and other medical conditions. In the past, SFD has made several capital defibrillator purchases for new equipment and paid the subsequent required annual maintenance until the equipment becomes obsolete.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$449,770.08 (Annually)	<u>Budget Account</u>	# 1970-35310-22200-54501-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	SCHAEFFER, BRIAN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	BEATTIE, LAUREN
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PSCH 08/29/2022
<u>Council Sponsor</u>	CM Kinnear & CP Beggs

Distribution List

fireaccounting@spokanecity.org

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA
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Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer x7001
Contact Email	bschaeffer@spokanecity.org
Council Sponsor(s)	CM Kinnear, CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Sole Source Contract Leasing of Defibrillators and Durable Medical Equipment from Stryker Corporation
Summary (Background)	<p>Under state and FDA regulations, the Spokane Fire Department is required to have and maintain cardiac monitor/defibrillators to identify and treat life-threatening cardiac and other medical conditions. In the past, SFD has made several capital defibrillator purchases for new equipment and paid the subsequent required annual maintenance until the equipment becomes obsolete.</p> <p>Stryker Corporation, who is a sole source vendor of this defibrillator equipment, has agreed to provide SFD with their ALS360 program. This program would instead lease the department all necessary equipment and provide the necessary maintenance over a 10-year period. The program cost is \$449,770.08 per year. This leasing program saves the department \$68,583 per year when comparing the cost of purchasing the equipment outright and includes video laryngoscopes with the necessary ancillary equipment needed to support the Advanced Life Support (ALS) program.</p>
Proposed Council Action & Date:	Approval of lease agreement w/ Stryker Corp – July 25 th .
Fiscal Impact: Total Cost: <u>\$449,770.08 annually.</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: EMS Levy Funds beginning in 2023. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Replacing and updated all the durable medical equipment at the same time, with the same technology ensures consistent and equitable treatment from SFD Paramedics, regardless of neighborhood or socio-economic status. Currently, equitable technology is not available due to the ad-hoc replacement of equipment based on failure.	

<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>Demographic Data is currently collected from the patient's bedside per the National Medical Services Information System (NEMIS) standard which includes some of the data points. The information is aggregated and analyzed with consideration to other measures (e.g., US Census Data, Housing, Income, etc.) that are in the Fire Department's Intterra system for Community Risk analysis.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Every critical incident where a laryngoscope or defibrillator is utilized on a patient is thoroughly reviewed by the Fire Department Physician and Quality Improvement group.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Ensuring a safe community includes a fast and competent response from qualified and competent medical providers. The proposal ensures they will be equipped, always, with the highest level of technology and proven devices capable of treating patients experiencing life-threatening emergencies in Spokane.</p>

SOLE-SOURCE RESOLUTION

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

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

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

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

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

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

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

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

-- Now, Therefore,

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

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

ADOPTED BY THE CITY COUNCIL ON _____

Approved as to form:

City Clerk

Assistant City Attorney



CITY OF SPOKANE
FIRE DEPARTMENT

LEASE AGREEMENT

Title: MEDICAL DEVICE ALS360 PROGRAM

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

The parties agree as follows:

1. PERFORMANCE.

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

2. TERM OF AGREEMENT.

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

3. COMPENSATION / PAYMENT.

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

The Company shall submit its applications for payment to City of Spokane Fire Department, 44 West Riverside Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

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

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. Should the Company assign its rights under this Agreement, the Equipment Schedule and the Master Agreement to an Assignee, as defined in Section 6 of the Master Agreement, the Company's insurance obligations set forth in this Agreement shall remain with the Company and shall not be assumed by the Assignee.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

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

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

12. [INTENTIONALLY OMITTED]

13. [INTENTIONALLY OMITTED]

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

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

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

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

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

STRYKER SALES, LLC CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

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

22-137

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

Date: July 25, 2022

RE: Reference no:2110165826

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

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

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

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

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

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

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

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

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

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

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

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

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

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

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

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

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

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

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

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

9. Taxes.

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

(b) Tax Ownership.

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

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

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

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

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

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

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

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

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110165826

(Equipment Rental Schedule)

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

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

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

Exhibit B to Rental Schedule001 to Master Agreement No.2110165826

Description of equipment

Customer name: City of Spokane

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

Part I - Equipment/Service Coverage (if applicable)

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

Total equipment: \$3,272,273.68

Service coverage:

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

Total service coverage: \$825,446.32

Freight: \$28,611.00

Total upfront sales tax: \$371,369.79

Total Amount: \$4,497,700.79

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

State and Local Government Customer Rider

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

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

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

Opinion of Counsel Letter

July 25, 2022

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

Gentlemen/Ladies:

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

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

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

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

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

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

The parties hereby agree as follows:

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

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

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

Date: July 11, 2022

RE: Reference no:2110165826

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

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

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

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

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

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

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

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

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

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

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

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

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

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

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

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

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

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

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

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

9. Taxes.

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

(b) Tax Ownership.

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

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

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

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

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

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

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

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

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2110165826

(Equipment Rental Schedule)

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

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

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

Exhibit A to Rental Schedule001 to Master Agreement No.2110165826

Description of equipment

Customer name: City of Spokane

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

Part I - Equipment/Service Coverage (if applicable)

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

Total equipment: \$3,272,273.68

Service coverage:

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

Total service coverage: \$825,446.32

Freight: \$28,611.00

Total upfront sales tax: \$371,369.79

Total Amount: \$4,497,700.79

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

Insurance Authorization and Verification

Date: July 11, 2022

Schedule 001 To Master Agreement Number 2110165826

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

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

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

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

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

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

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

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

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

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

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

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

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

Insurable value: \$3,272,273.68

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

See Exhibit A to Schedule 001 To Master Agreement Number 2110165826

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

State and Local Government Customer Rider

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

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

Customer signature	
Signature:	Date:
Print name:	
Title:	

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

Opinion of Counsel Letter

July 11, 2022

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

Gentlemen/Ladies:

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

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

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

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

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

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

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

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

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

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

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

Customer signature	
Signature:	Date:
Print name:	
Title:	

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/19/2022

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 Aon Risk Services Central, Inc. MSC#17382 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.):	
	E-MAIL ADDRESS:		
INSURED Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570091339668**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.

Limits shown are as requested

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31274722	02/01/2022	02/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
	GENERAL AGGREGATE	\$3,000,000						
	PRODUCTS - COMP/OP AGG	\$3,000,000						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg-Self Insd <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 312744 22	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31274322 AOS MWXS31274522 Excess WC - MI SIR applies per policy terms & conditions	02/01/2022 02/01/2022	02/01/2023 02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570091339668



< Business Lookup

License Information:

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

Entity name: STRYKER SALES, LLC

Business name: STRYKER SALES CORPORATION

Entity type: [Limited Liability Company](#)

UBI #: 601-314-118

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2825 AIRVIEW BLVD
KALAMAZOO MI 49002

Mailing address: 1901 ROMENCE ROAD PKWY
PORTAGE MI 49002-3672



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

[<](#) Page 2 of 2 [>](#)

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Port Orchard General Business - Non-Resident	B001351			Active	Feb-28-2023	May-04-2010
Prosser General Business - Non-Resident				Active	Feb-28-2023	Jan-16-2015
Puyallup General Business - Non-Resident	2006304			Active	Feb-28-2023	Aug-02-2006
Raymond General Business - Non-Resident	192.4			Active	Feb-28-2023	Jun-03-2020
Sedro Woolley General Business - Non-Resident	222093			Active	Feb-28-2023	Jul-23-2007
Shelton General Business - Non-Resident	8000340			Active	Feb-28-2023	Sep-12-2018



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident	T12020604BL			Active	Feb-28-2023	Oct-15-2012
Sumner General Business - Non-Resident				Active	Feb-28-2023	Dec-28-2012

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

Governing people	Title
BERRY, WILLIAM E	
BLONDIA, JEANNE M M	
ETHERIDGE, SEAN	
FURGASON, DAVID	
PIERCE, JAMES ANDREW	
STILES, SPENCER STEPHEN	
STRYKER CORPORATION	



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/7/2022
8:53:03 AM

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Agenda Sheet for City Council Meeting of:
09/12/2022

Date Rec'd	8/31/2022
Clerk's File #	ORD C36271
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - FORFEITURE ORDINANCE

Agenda Wording

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

Summary (Background)

This ordinance makes updates to the section 08.19 of the Spokane Municipal Code to clarify and codify the process for approving expenditures of forfeiture funds while ensuring that the fund maintains a healthy balance.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	8/29 Public Safety
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs, CM Wilkerson
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	City Council
Contact Name & Phone	Breean Beggs x6254
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 30
Agenda Item Name	Forfeiture SMC Update & Broader Discussion
Summary (Background)	This ordinance makes updates to the section 08.19 of the Spokane Municipal Code to clarify and codify the process for approving expenditures of forfeiture funds while ensuring that the fund maintains a healthy balance.
Proposed Council Action & Date:	Final reading September 19, 2022
Fiscal Impact: Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This ordinance explicitly requires equal spending from state forfeiture funds on drug buy/CI payments and at-risk youth drug prevention programming. Expanding youth programming would reduce drug crime.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This SMC update aligns with section 12 of the City of Spokane Charter and clarifies language in SMC 08.19 regarding the use of forfeiture funds.	

ORDINANCE NO. C36271

An ordinance relating to the permitted use of forfeiture funds; amending sections 08.19.30-040 of the Spokane Municipal Code.

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

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

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

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

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

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

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

NOW THEREFORE, the City of Spokane does ordain:

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

Section 08.19.030 Permitted Use of Funds

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

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

Section 08.19.040 Reporting on Use of Funds

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

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
09/12/2022

Date Rec'd	8/31/2022
Clerk's File #	ORD C36272
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CP BEGGS/CM X6254 KINNEAR
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0320 - PROTECTION OF PUBLIC LANDS AND PROPERTIES ORDINANCE

Agenda Wording

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

Summary (Background)

Since Martin v. City of Boise, which was the 9th Circuit ruling in 2019 that has prohibited enforcement of the camping prohibition on City-owned property subject to the availability of shelter beds, the City of Spokane has not updated its illegal camping ordinance. This update is intended to bring City code into better alignment with the Martin v. City of Boise ruling.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> 8/29 Public Safety
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs, CM Kinnear
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		mharrington@spokanecity.org
<u>For the Mayor</u>		mmuramatsu@spokanecity.org
<u>Additional Approvals</u>		gbyrd@spokanecity.org
<u>Purchasing</u>		

Committee Agenda Sheet

PSCH COMMITTEE

Submitting Department	City Council
Contact Name & Phone	Giacobbe Byrd
Contact Email	gbyrd@spokanecity.org
Council Sponsor(s)	Breean Beggs & Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Proposed Illegal Camping Ordinance
Summary (Background)	<p>Since Martin v. City of Boise, which was the 9th Circuit ruling in 2019 that has prohibited enforcement of the camping prohibition on City-owned property subject to the availability of shelter beds, the City of Spokane has not updated its illegal camping ordinance.</p> <p>This update is intended to bring City code into better alignment with the Martin v. City of Boise ruling.</p>
Proposed Council Action & Date:	Final Council consideration on 08/12/2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
<i>What impacts would the proposal have on historically excluded communities?</i> Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.	
<i>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</i> Council may ask the Administration to collect, analyze, and report this information.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> Council may ask the Administration to collect data regarding the effectiveness of this policy.	
<i>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</i> The City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020.	

ORDINANCE NO. C36272

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the City of Spokane does ordain:

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

Article VI. Protection of Public Lands and Properties

Section 12.02.1000 Purpose

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

Section 12.02.1002 Definitions

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

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

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

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

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

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

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

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

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

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

Section 12.02.1003 Protection Against Harm to Waterways

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

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

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

Section 12.02.1004 Injury to Tree on Public Property - Violation

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

Section 12.02.1006 Unlawful Burning on Public Property

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

Section 12.02.1008 Unlawful Disposal of Litter on Public Property

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

Section 12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

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

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

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

B. Penalty

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

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways;

nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).

- a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.
 - b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability.

Section 12.02.1012 Removal of Unauthorized Encampments and Individual Camps.

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

A. Unoccupied Encampments

1. Written Notice Required Prior to Removal

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

a. Contents of Notice

The written notice will provide the following notifications:

- i. Campers must remove all their belongings from the site within 48 hours.
- ii. Campers should not leave behind any items they want to keep.

- iii. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
- iv. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
- v. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
- vi. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice may be disregarded, and a new notice may then be posted.
- vii. Basic contact information for campers seeking shelters or social services.

2. Cleanup of Unoccupied Encampments

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

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

- iv. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 - i. circumstances indicate that the item belongs to a person;
 - ii. the item has apparent utility in its current condition and circumstances; and
 - iii. the item can be safely retrieved from the site.

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

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

B. Occupied Encampments

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

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

C. Prioritized Removals Expedited

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

D. Other Expedited Removals

1. The following types of encampments are subject to expedited removal whether the encampment is occupied or unoccupied:
 - a. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 - b. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 - c. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 - d. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 - e. An encampment that appears to have been entirely abandoned (e.g., no persons present, no items of obvious value, overrun with litter).
 - f. An encampment prohibited under SMC 12.02.1012.
2. In an expedited removal, the City will follow the same clean-up procedures, including storage procedures, but without prior written notice.

Section 12.02.1014 Severability

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

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

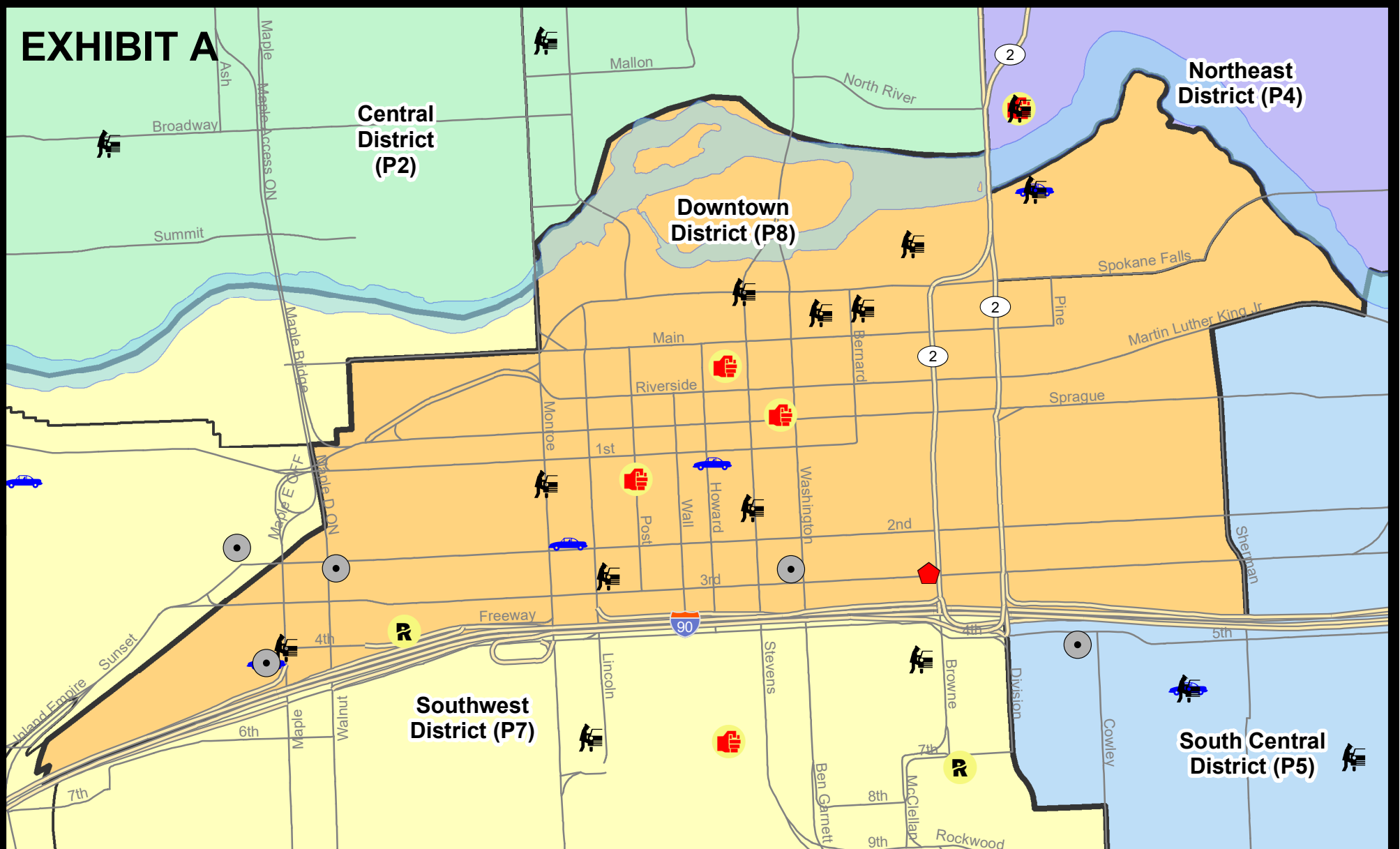
Assistant City Attorney

Mayor

Date

Effective Date

EXHIBIT A



City of Spokane
Downtown District (P8)
Selected
Crime Types
2021-09-12 to 2021-09-18
 Prepared By:
 Crime Analysis Unit
 Spokane Police Department

Legend

NIBRS Events

- | | | | |
|-------------------|--------------------|----------------------|---------------------|
| Criminal Homicide | Robbery Commercial | Aggravated Assault | Burglary Commercial |
| Rape | Robbery Person | Burglary Residential | Vehicle Prowling |
| | | Burglary Garage | Vehicle Theft |
| | | Arson | |

Cases Represent LERMS Crime Codes
 Points may indicate multiple events
 Note: Veh Prowl is only Larceny category displayed



For Additional Information on Incidents
 pertaining to an Area, Trend, or Pattern
 Contact Information Analysis

0 0.2 Miles



THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled
 from various sources and is subject to constant
 revision. Information shown on this map should
 not be used to determine the location of facilities
 in relationship to property lines, section lines,
 streets, etc.





Agenda Sheet for City Council Meeting of:
09/19/2022

Date Rec'd	9/7/2022
Clerk's File #	ORD C36275
Renews #	
Cross Ref #	RES 2022-0075
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	ELDON BROWN 6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 – STREET VACATION OF THE ALLEY BETWEEN EVERETT AND VACATED SANSON

Agenda Wording

Vacation of the alley between Everett Ave and vacated Sanson Ave, from Julia St to Myrtle St as requested by Camtex, Inc.

Summary (Background)

At its legislative session held on August 15, 2022, the City Council set a hearing on the above vacation for September 19, 2022. Staff has solicited responses from all concerned parties.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Budget Account

Approvals

<u>Dept Head</u>	PALMQUIST, TAMI
<u>Division Director</u>	FLEIGER, NATHAN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES Committee Meeting 07/25/2022
<u>Council Sponsor</u>	CM Cathcart and Bingle
<u>Distribution List</u>	
	tpalmquist@spokanecity.org
	smaedonald@spokanecity.org
	edjohnson@spokanecity.org
	ebrown@spokanecity.org
	kkuchlenz@spokanecity.org
	rwaller@spokanecity.org

Additional Approvals

Purchasing

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36275

An ordinance vacating the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street;

WHEREAS, a petition for the vacation of the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Everett Avenue and vacated Sanson Avenue, from the east line of Julia Street to the west line of Myrtle Street, located in the Southeast Quarter of Section 34, Township 26 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the west 130 feet, for the utility services of Avista Utilities..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

May 20, 2022

3815 E. Everett Avenue
Spokane, WA 99217

(509) 443-2609
(888) 443-2609
Fax (509) 443-2722

www.camtekinc.com

City of Spokane
Planning & Development
808 W Spokane Falls Blvd
Spokane WA 99201-3336

Re: Alley Vacation

We are requesting to vacate the alley between Julia St and Myrtle St between Sanson Ave and Everett Ave. The purpose of the vacation is to close off the alley to foot traffic and reduce the incidents of criminal activity.

Owners of the property would split the alley and fence off their portion per the attachment.

The alley is not required for public use or access.

We are unsure of utilities in the alley, but parties would consider a no-build easement if necessary.

Regards,



Lorie Stephenson
President

RECEIVED

MAY 23 2022

PLANNING & DEVELOPMENT



Date 4/29/2022

I hereby make application for the vacation of Alley behind 3815 F Everett
from Julia St to Myrtle St

The reasons for the vacation are: Eliminate Alley Access due to
breakins

Public benefits to be derived from the vacation are: Less unwanted foot
traffic through alley

**Property
Owner 1**

Parcel Number 36344.0304
Proponent's (Record Owner's) Signature Lorie Stephenson
Print Name Lorie Stephenson
Email lorie@camtekinc.com Phone Number 509-993-4444
Office Use Lot _____ Block _____ Addition _____

**Property
Owner 2**

Parcel Number 36344.0305
Proponent's (Record Owner's) Signature Lorie Stephenson
Print Name Lorie Stephenson
Email lorie@camtekinc.com Phone Number 509-993-4444
Office Use Lot _____ Block _____ Addition _____

**Property
Owner 3**

Parcel Number 36344.0321
Proponent's (Record Owner's) Signature Lorie Stephenson
Print Name Lorie Stephenson
Email lorie@camtekinc.com Phone Number 509-993-4444
Office Use Lot _____ Block _____ Addition _____

**Property
Owner 4**

Parcel Number 36344.0329
Proponent's (Record Owner's) Signature David William Weber
Print Name David Weber
Email Bills.Heliare@gmail.com Phone Number 509 489 6160
Office Use Lot _____ Block _____ Addition _____

RECEIVED
MAY 23 2022



Date 4/29/2022

I hereby make application for the vacation of Alley behind 3815 E Everett
from Julia St to Myrtle St

The reasons for the vacation are: Eliminate Alley Access due
to traffic & breakins

Public benefits to be derived from the vacation are: less unwanted foot
traffic through alley

Property Owner 1

Parcel Number 36344.0320

Proponent's (Record Owner's) Signature David Gee

Print Name David Gee

Email Coffeedove1@gmail.com

Phone Number 509 993-5202

Office Use

Lot _____ Block _____ Addition _____

Property Owner 2

Parcel Number 36344.0314

Proponent's (Record Owner's) Signature John McIntyre

Print Name John McIntyre

Email _____

Phone Number _____

Office Use

Lot _____ Block _____ Addition _____

Property Owner 3

Parcel Number _____

Proponent's (Record Owner's) Signature _____

Print Name _____

Email _____

Phone Number _____

Office Use

Lot _____ Block _____ Addition _____

RECEIVED

Property Owner 4

Parcel Number _____

MAY 23 2022

Proponent's (Record Owner's) Signature _____

Print Name _____

PLANNING & DEVELOPMENT

Email _____

Phone Number _____

Office Use

Lot _____ Block _____ Addition _____

Return completed application to:

City of Spokane, Development Services Center, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343

E Sanson Ave

E Sanson Ave

E Sanson Ave

Gregerson Heather
Temporarily closed

RECEIVED
MAY 23 2022

PLANNING & DEVELOPMENT

Ron Davis Lawncare
& Landscaping

Northwest landscape
Maintenance

N Myrtle St

N Myrtle St

5302

Camtek Inc.

3829

Uccello's
Spokane's Coffee

E Everett Ave

E Everett Ave

E Everett Ave

E Everett Ave

E Everett Ave

MOVE THE FENCE TO ELIMINATE THE ALLEY WAY



P2202994VACA



**Right-of-way Description:
Alley between vacated Sanson Ave and
Everett Ave, from Julia to Myrtle**

Legend
 **Proposed Vacation**

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
July 26, 2022

LOCATION: Alley between vacated Sanson Ave and Everett Ave, from Julia St to Myrtle St.

PROPONENT: Camtek, Inc

PURPOSE: Close off foot traffic and reduce criminal activity.

HEARING: September 19, 2022

REPORTS:

AVISTA UTILITIES - Avista will need to reserve 130' of North and South ptn. of vacated strip East of Julia St. ROW for existing OH.

COMCAST – Comcast has reviewed the vacation request. We have no objections for the vacation.

VERIZON – Verizon/MCI Metro do not have facilities in this area.

ZAYO – Zayo has no comment and or objection to this ROW vacation request.

LUMEN – Lumen has a pole in the center of the alley and would like to retain utility easement rights. These rights should provide for maintenance, construction, and reconstruction as needed.

TDS TELECOM – TDS has no facilities in the location

INTEGRATED CAPITAL MANAGEMENT – No concerns

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

DEVELOPER SERVICES CURRENT PLANNING – No concern

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has reviewed the document, and have no comments at this time.

WASTEWATER MANAGEMENT - Wastewater Management has no assets in the proposed vacation area. Therefore, provided on site runoff is maintained and treated on site, we have no objection to the vacation.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities shall be retained over the west 130' of the vacated alley to protect existing and future utilities.
2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated this alley by operation of law many years ago as recommended by City Staff.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



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

09/12/2022

Date Rec'd

8/3/2022

Clerk's File #

ORD C36255

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #

RES 2022-0076

Contact Name/Phone

AMANDA BECK 6414

Project #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - EAST SPRAGUE BID ASSESSMENT RATE ORDINANCE

Agenda Wording

An ordinance relating to the East Sprague Business Improvement District; amending SMC 04.31C.040 to increase the assessment rates.

Summary (Background)

As permitted by RCW 35.87A.140, City Council may change assessment rates within the East Sprague Parking and Business Improvement Area. To ensure the East Sprague BID continues to be able to fund and provide ratepayer services within the BID, the proposed ordinance amending SMC 04.31C.040 increases the minimum and maximum special assessment collected in each zone, as well as establishing annual adjustment to the minimum and maximum assessment rates determined in the same manner as the CPI adjust

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Finance and

Division Director

BLACK, TIRRELL

Council Sponsor

Cms Bingle and Cathcart

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

sgardner@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

smacdonald@spokanecity.org

Additional Approvals

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Purchasing

abeck@spokanecity.org

mpiccolo@spokanecity.org

laverne.esba@gmail.com

jchurchill@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

adjustment for inflation listed in in SMC 04.31C.040(C).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

rbenzie@spokanecity.org

Committee Agenda Sheet

Finance

Submitting Department	Planning Services, Community and Economic Development
Contact Name & Phone	Amanda Beck, 625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Council Member Bingle, Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	East Sprague BID Special Assessment Rate Change
Summary (Background)	<p>The East Sprague business improvement district (ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety and security. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 4.31C SMC.</p> <p>Pursuant to RCW 35.87A.140, City Council may change the rate or additional rate of special assessment as specified in the ordinance establishing the area, approved and adopted by ordinance following a public hearing.</p> <p>The East Sprague BID requested the City's assistance in increasing the minimum and maximum rates because of the escalating costs of providing service. The Finance Department's analysis of existing code language and the annual special assessment collections determined that the minimum and the maximum rates should be increased as well as adjusted annually subject to the percentage change in the Consumer Price Index (CPI) West Region since the first assessment year (2016).</p> <p>The proposed ordinance changes would:</p> <ul style="list-style-type: none"> • For Zone 1, increase the minimum special assessment amount from \$200 to \$250, and increase the maximum from \$1,000 to \$1,200. • For Zone 2, increase the minimum special assessment amount from \$100 to \$125, and increase the maximum from \$500 to \$600. • For Zone 3, increase the minimum special assessment amount from \$50 to \$65, and increase the maximum from \$250 to \$300. • New language which adds an annual adjustment to the minimum and maximum assessment rates determined in the same manner as the CPI adjustment for inflation listed in in SMC 4.31C.040(C). <ul style="list-style-type: none"> ○ The annual Consumer Price Index (CPI) inflation adjustment is equal to the percentage change in CPI West Region since the first assessment year (2016).

Proposed Council Action & Date:	Approve proposed resolution, set date for ordinance public hearing
Fiscal Impact: Total Cost: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: N/A Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: N/A	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this including women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, existing services based on increased special assessments would be a positive indicator that the BID is self-sufficient.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The creation of, and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. The proposed ordinance ensures ESBID is able to be a self-sufficient and sustaining economic development entity focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, Economic Development , and policy ED 1.2.	

RESOLUTION NO. 2022-0076

A RESOLUTION OF INTENTION TO CHANGE OR ESTABLISH CERTAIN ASSESSMENT RATES WITHIN THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA.

WHEREAS, RCW 35.87A.140 authorizes the City Council to take legislative action to change the assessment rates within the East Sprague Parking and Business Improvement Area (PBIA); and


WHEREAS, the proposed changes to the assessment rates relate to the minimum and maximum assessment rates for zones 1, 2 and 3 of the East Sprague PBIA as well as an annual Consumer Price Index (CPI) adjustment as set forth in Ordinance C36255 amending SMC 04.31C.040.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

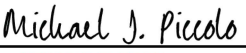
1. The City Council declares its intentions to change certain assessment rates of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.140 as set forth in the attached ordinance as follows:
 - a. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:
 - i. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of ~~(((\$200))~~ \$250 per property parcel and a maximum of ~~(((\$1,000))~~ \$1,200 per property parcel.
 - ii. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$400))~~ \$125 per property parcel and a maximum of ~~(((\$600))~~ \$600 per property parcel.
 - iii. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$50))~~ \$65 per property parcel and a maximum of ~~(((\$250))~~ \$300 per property parcel.
 - b. Adjustment to the minimum and maximum assessment rates set forth in SMC 04.31C.040(B) shall be made on an annual basis in the same percentage and manner as determined by the CPI Factor as set forth in SMC 04.31C.040(C).

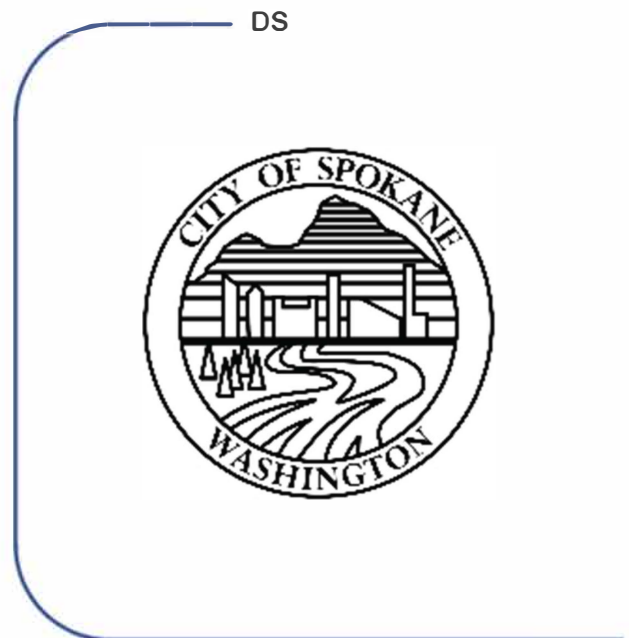
2. A public hearing before the City Council to take public testimony and to consider the proposed change shall be held on September 19, 2022 beginning at 6:00 P.M. in the City Council Chambers in the lower level of City Hall located at 808 W. Spokane Falls Blvd.
3. Notice of the hearing shall be given by one publication of the resolution of intention in the Official Gazette and mailing a complete copy of the resolution of intention to each business and multifamily residential or mixed-use project in the East Sprague Parking and Business Improvement Area. Publication and mailing shall be completed at least ten days prior to the time of the September 19, 2022 hearing date.

ADOPTED by the City Council this 29th day of August 2022.

DocuSigned by:

City Clerk

Approved as to form:

DocuSigned by:

Assistant City Attorney



ORDINANCE NO. C36255

AN ORDINANCE relating to the East Sprague Parking and Business Improvement Area regarding changing certain assessment rates, amending Spokane Municipal Code (SMC) Section 04.31C.040.

The City of Spokane does ordain:

Section 1. That section 04.31C.040 is amended to read as follows:

04.31C.040 Levy of Special Assessments

To finance the programs set forth in [SMC 4.31C.030](#), there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague Parking and Business Improvement Area detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the Spokane County Tax Assessor’s Office as “Residential Undivided” shall not be assessed.

- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:

1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of ~~(((\$200))~~ \$250 per property parcel and a maximum of ~~(((\$1,000))~~ \$1,200 per property parcel.
2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a

minimum of ~~(((\$400))~~ \$125 per property parcel and a maximum of ~~(((\$500))~~ \$600 per property parcel.

3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$50))~~ \$65 per property parcel and a maximum of ~~(((\$250))~~ \$300 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - a. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a consumer price index (CPI) Factor that is the lesser of 3% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2016.
 - b. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in SMC 4.31C.040 B.
 - a. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2018 and June 2020.
 - b. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2018 and June 2019.
 - c. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage

change in CPI for All Urban Consumers (CPI-U): West Region since the first assessment year. The TAV rate will remain the same.

3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in SMC 4.31C.040 C., except in the case of new construction, as follows:
1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
 2. If there is an increase in Net Lot Square Footage for a parcel, then the East Sprague Business Improvement Area assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - a. 3% per year from the year of the change; or
 - b. The CPI for All Urban Consumers (CPI-U): West Region from June of the year prior to the change to June of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

3. If there is no increase in Net Lot Square Footage for a parcel, then assessments in the East Sprague Parking and Business Improvement Area will be calculated as described in SMC 4.31C.040 B and C above. New assessments will be invoiced during the next billing cycle.
- E. Adjustment to the minimum and maximum assessment rates set forth in SMC 4.31C.040 B. shall be made on an annual basis in the same percentage and manner as determined by the CPI Factor as set forth in SMC 4.31C.040 C.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/12/2022

Date Rec'd

8/22/2022

Clerk's File #

ORD C36270

Renews #**Submitting Dept**PLANNING & ECONOMIC
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

KEVIN FREIBOTT 6184

Project #**Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

SUSPENSION OF 2022/2023 COMP PLAN AMENDMENT CYCLE

Agenda Wording

An ordinance suspending the acceptance of annual applications for amendments to the City's Comprehensive Plan for the 2023 cycle. This suspension is intended to accommodate City-sponsored amendments to the Comprehensive Plan, to be developed in 2023.

Summary (Background)

This proposal is intended to accommodate development of permanent amendments to the Comprehensive Plan and Municipal Code as follow-up items to the City's interim ordinance amending housing types allowed in the City (ORD C36232), and in response to the declared housing emergency. Any applications currently under consideration in 2022 that are unable to be completed in 2022 will be suspended and resume consideration during the 2023/2024 amendment cycle.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

GARDNER, SPENCER

Study Session\OtherPublic Finance, August
15, 2022**Division Director**

MACDONALD, STEVEN

Council SponsorLori Kinnear and Breean
Beggs**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

sgardner@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tblack@spokanecity.org

Additional Approvals

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Purchasing

smacdonald@spokanecity.org

kfreibott@spokanecity.org

jchurchill@spokanecity.org

rbenzie@spokanecity.org

Committee Agenda Sheet

Public Finance

Submitting Department	Planning & Economic Development
Contact Name & Phone	Spencer Gardner, 509.625.6097
Contact Email	sgardner@spokanecity.org
Council Sponsor(s)	Council President Beggs & Councilmember Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 mins</u>
Agenda Item Name	Proposed Ordinance to Suspend Comp Plan Amendments in 2023
Summary (Background)	<p>A proposed ordinance suspending the Comprehensive Plan Amendment application cycle for the upcoming year, known as the 2022/23 Comprehensive Plan Amendment Cycle. This will allow staff and the public to focus on a review and possible amendment to the Land Use Chapter of the City's Comprehensive Plan (Chapter 3), as called for in the interim zoning ordinance adopted earlier this year (ORD C36232).</p>
Proposed Council Action & Date:	An Ordinance, proposed to be adopted by September 5 or 12, 2022
Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts: What impacts would the proposal have on historically excluded communities? <i>This proposal would result in any private requests to amend the comprehensive plan, including requests for changes to the Land Use Plan Map (LU1), to wait an additional year for consideration. While this could delay certain land use/rezone requests, the result could achieve a greater impact as changes to the Land Use Chapter of the Comprehensive Plan, as envisioned by the interim ordinance, could increase housing options to a larger portion of the City, as opposed to small, individual amendments which have historically changed only a tiny proportion of the City.</i>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>As required by SMC 17G.020 and RCW 36.70A, the amendments that would be considered in place of the annual comprehensive plan amendment process would include an exploration of existing data,</i>	

public engagement and input, and would consider many of the topics identified and highlighted by the Spokane Housing Action Plan.

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

Following policy development, criteria for measuring its effectiveness will be considered.

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

This proposal to pause the private amendments to the Comprehensive Plan for 2023, allows focus to be given to the work program described in the interim housing ordinance (C36232), calling for the study of comprehensive plan and code amendments seeking to increase housing opportunities and choice

Ordinance No. C36270

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, SUSPENDING THE ACCEPTANCE OF ANNUAL APPLICATIONS FOR AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN UNTIL COMPLETION OF THE CITY'S COMPREHENSIVE PLAN UPDATE FOR SHAPING SPOKANE HOUSING, AND DEFERRING AND SUSPENDING THE PROCESSING OF APPLICATIONS WHICH CANNOT BE COMPLETED BEFORE DECEMBER 31, 2022.

WHEREAS, pursuant to Chapter 36.70A RCW ("GMA"), the City's Comprehensive Plan and development regulations are subject to continuing review and evaluation by the City; and

WHEREAS, GMA also requires the City to establish procedures and a schedule whereby updates, proposed amendments, or revisions of the Comprehensive Plan are considered by the City no more frequently than once every year; and

WHEREAS, the annual process is guided by a number of principles including (i) keeping the plan responsive to the community, (ii) honoring the community's long-term investment in the Comprehensive Plan through neighborhood planning processes, (iii) encouraging development that enables the entire community to prosper and reinforces a senses of place and feeling of community, in an ecologically, economically and socially sustainable manner, and (iv) requiring that proposed amendments result in a net benefit to the general public; and

WHEREAS, GMA generally requires all comprehensive plan amendment proposals to be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained, but also provides that, after appropriate public participation a county or city may adopt amendments or revisions to its comprehensive plan that conform with GMA whenever an emergency exists or to resolve an appeal of a comprehensive plan filed with the growth management hearings board or with the court; and

WHEREAS, the Spokane City Council adopted interim ordinance C36232, creating chapter 17C.400 of the Spokane Municipal Code (SMC), establishing interim housing regulations to accommodate the emergency need for new and expanded housing options in the City, pursuant to RCW 36.70A.600(1); and

WHEREAS, Ordinance C36232, Section 4, states that a work plan for studies related to ordinance C36232 "shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to neighborhood impacts, displacement of at-risk communities, and success in generating new housing units"; and

WHEREAS, the City presently has significant resources devoted to the work program established by ordinance C36232, including the preparation and public engagement required for a comprehensive plan amendment envisioned by that ordinance; and

WHEREAS, amendments to the Comprehensive Plan under consideration would likely include changes to the Land Use Plan Map and policies in Chapter 3, Land Use, 7.1

and

WHEREAS, the vast majority of applications for private amendments to the Comprehensive Plan in the past have likewise proposed changes to the policies and maps in Chapter 3; and

WHEREAS, the City Council considered this Ordinance suspending acceptance of applications and processing of annual site-specific comprehensive plan amendment applications at a duly noted public hearing on September 19, 2022, and received public testimony from interested parties, considered all the written and oral arguments and testimony; and

WHEREAS, the City Council finds that suspending the acceptance and processing of annual comprehensive plan amendment requests is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

WHEREAS, pursuant to WAC 197-11-800(19), the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the foregoing as its findings of fact, justifying its adoption of this ordinance; now, therefore

THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Suspend. Chapter 17G.020 of the Spokane Municipal Code is suspended for the 2022/2023 cycle of annual comprehensive plan amendment and accompanying rezone requests. This suspension does not preclude out-of-cycle amendments, if an emergency exists, new territory is annexed into the City, or to resolve a truly obvious mapping error or an appeal of a comprehensive plan filed with the growth management hearings board or with the court. The annual review process will resume with the 2023/24 annual comprehensive plan amendments and accompanying rezone requests as outlined in Chapter 17G.020 SMC.

Section 2. Pending Applications. If any pending 2021/22 annual amendment proposals (i.e., applications submitted under Chapter 17G.020 SMC on or before October 31, 2021) cannot, for any reason, be processed before December 31, 2022 in the current cycle of consideration, or are otherwise postponed/deferred to the next applicable amendment cycle, such proposals/applications will be deferred until the 2023/24 annual amendment cycle.

ADOPTED BY THE CITY COUNCIL ON September ____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT