## PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING AGENDA FOR MONDAY, January 8, 2017 10:30 a.m. – City Council Briefing Center

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:30 a.m. on January 8, 2018** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

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

#### **AGENDA**

- I. Call to Order at 10:30 a.m.
- II. Approval of Minutes
  - December 4, 2017 PSCHC Meeting
- III. Consent Items Briefing Papers Only, No Discussion
  - 1. OPO Monthly Report November 2017
  - 2. Municipal Court WTSC Candidate DUI Court Grant
  - 3. Photo Red Update (SPD)
  - 4. Sit and Lie Update (SPD)
  - **5.** Strategic Initiatives Monthly Update (SPD)
  - **6.** Public Defender's Office Investigator Contract
- IV. Discussion Items (as needed)
  - 1. Staff Requests
    - a) HOC Extra-Duty Officers Request (SPD) Chief Meidl (5 minutes)
    - b) Bauer Air Compressor Purchase (SFD) Operations Chief John (5 minutes)
  - 2. Council Requests
    - a) Noise Ordinance Enforcement CM Beggs (20 minutes)
    - b) Pan Handling Ordinance CM Kinnear (20 minutes)
- V. Strategic Plan Session
  - 1. Safe & Healthy Strategic Initiative Workplan Documents
- VI. Adjournment:

Next Committee meeting will be February 5, 2018

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

#### **Public Safety & Community Health Committee**

Meeting Minutes - December 4, 2017

Call to Order: 1:15 PM

#### **Attendance:**

**PSCHC Members Present:** PSCHC Chair CM Kinnear, CM Fagan, CM Stratton, CM Mumm (arrived at 1:29 PM), CM Waldref (joined via telephone conference call)

**Staff/Others Present**: Police Chief Meidl, Assistant Police Chief Lundgren, Major Olsen, Major King, Director MacConnell, Assistant Fire Chief John, Theresa Sanders, Brian McClatchey, Mike Ormsby, Angie Napolitano, Patrick Striker, Adam McDaniel, Dawn Kinder, Heather Trautman, Police Ombudsman Bart Logue, Diane Zemke, Jonathan Mallahan, Justin Bingham

**Approval of November 6, 2017 minutes:** Motion to approve by CM Fagan; M/S by CM Stratton. The committee approved the minutes for November 6, 2017 unanimously.

#### **CONSENT AGENDA ITEMS**

OPO Monthly Report - October 2017

2018 Utility Cut Sidewalk and Curb Repairs Contract

RFB - Trailer Mounted Six-Inch Wastewater Pump

WTE Purchase of Three Heat Exchanger Cells

PPE Value Blanket Order Increase (SFD)

SCBA Compressor Replacement (SFD)

Sit & Lie Update (SPD)

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Galls, LLC; Jumpsuit Value Blanket (SPD)

Galls, LLC; Uniform Value Blanket (SPD)

Datec Value Blanket (SPD)

Spokane C.O.P.S. MOU (SPD)

Spokane Transit Authority Inter-Local (SPD)

SPD Strategic Initiatives Monthly Update

**SOAR FTE Request** 

Spokane 60 Health Center

**HSG Public Services Renewal Funding** 

#### **DISCUSSION ITEMS**

#### **Staff Requests:**

CHHS Board Update - Chairwoman Diane Zemke

Ms. Zemke informed the committee that the CHHS Board was shifting the schedule of its meetings so that they will only occur every other month in 2018. Chairwoman Zemke also noted that her two-year term as chair would end in 2017 and that this PSCHC meeting would be her last time addressing the committee as the chair. She then introduced her successor as the chair of the CHHS Board, Anne Stuyvesant. CM Stratton commended Ms. Zemke for the job she has done as CHHS Board chair, and welcomed Ms. Stuyvesant to her new chairwomanship.

#### **COUNCIL REQUESTS:**

#### Yard Sale Ordinance - CM Stratton

CM Stratton introduced this topic by explaining that she simply intended to introduce the ordinance to start a discussion surrounding yard sales. She explained the various purposes for which yard sales are typically used (i.e. to raise money, clean out old/unwanted goods, etc.). She then described the specific changes to the SMC her ordinance would make and the reasons therefore, and explained what elements of current law it would keep in place. For example, the ordinance would change the penalty for unlawful yard sales to better reflect the value revenues commonly generated by such sales. CM Stratton explained that the increased penalty will provide a more compelling incentive for yard sale holders to comply with municipal law.

After CM Stratton gave an overview, committee discussion followed. CM Kinnear asked how many yard sale complaints the City has received; Heather Trautman explained she's received 11 complaints so far this year. She went on to explain that the most important elements of the ordinance surrounding yard sales concern the allowed duration of sales and the maximum amount of sales per year people may hold. CM Kinnear clarified that tickets are only issued after prior warnings given by code enforcement that a sale is in violation of the law and after a voluntary compliance period, which would allow proprietors to correct unlawful behavior before a ticket would be issued. CM Stratton said she would be accepting further feedback and comments going forward. CM Kinnear suggested a higher fine for violators, and CM Fagan added that the fine for a second offense ought to be higher than that for the first. Heather Trautman ended the discussion by explaining that most yard sales do not bother the public, but, in a few cases, the traffic caused by yard sales and the volume of people that such sales bring to the neighborhood does cause some concern among neighbors.

#### Strategic Plan Adoption Resolution - CM Waldref

CM Waldref proposed an official resolution, per Council procedures and rules, to adopt the Spokane Strategic Plan. This would officially enact all of the plan's implications, like the new City Council standing committee structure, which the City Council has operated under since October of 2017. CM Kinnear noted the year-and-a-half-long effort that went into this; she also acknowledged the work done by CM Waldref and Rick Romero that produced the plan. CM Waldref then thanked everyone involved with the formulation of the strategic plan, which includes staff from many different departments across the City government. CM Kinnear noted that the strategic plan initially was meant as an economic development plan, but evolved to be a comprehensive plan that is closely tied to the City's Comprehensive Plan. CM Waldref explained how the City received over 50 different citizen comments on the strategic plan, which resulted in some changes, such as the addition of more language around diversity and inclusivity, the addition of new successes and accomplishments a list enumerating both, and a few other minor references and adjustments.

After outlining the changes resulting from community input, CM Waldref solicited comments and suggestions. CM Mumm asked a clarifying question about the description of Spokane's community used

in the resolution. CM Kinnear and Theresa Sanders created a new vision statement for Spokane's community, which will be added to the resolution. CM Kinnear thanked CM Waldref for her work on the Strategic Plan; CM Waldref then laid out the next few steps before Council votes on the resolution on Monday, December 11. CM Waldref also brought up some changes that the Strategic Plan will necessitate in the Council Rules; Brian McClatchey wrote amended rules, which were available for further Council review.

#### **Noise Ordinance Enforcement Discussion**

CM Kinnear introduced the topic by giving the history of ordinance infractions over the past few years and the reasons why it has become hard for SPD to enforce. She then brought up the noise complaints surrounding "ElkFest" in the Browne's Addition neighborhood, "Pigout in the Park," and the bar/club area between Spokane Falls Blvd. and Main Ave. on Division St. CM Kinnear explained that as the City grows, there exists an increasing need for a better balancing of noise regulations and inherently loud private activity in order to best benefit all citizens in Spokane.

After CM Kinnear gave this overview, committee discussion began. CM Beggs indicated his desire to dive into this topic in the future along with City Attorney Mike Ormsby. Chief Meidl said that some noise is inherent to having nightlife in the city and said that too much noise regulation will inhibit the businesses that provide nightlife atmosphere. He also said that "Pigout in the Park" remained particularly difficult as it is a few-days-long festival that shuts down by 10 PM, which it less of an issue regarding the ordinance. CM Kinnear also brought up examples of inequality between how the City treats different sources and kinds of music and noise; she went on to explain why this reality presented another example of the need for reviewing these noise regulations and finding a new balance. CM Mumm explained that there are more circumstances encapsulated in the noise ordinance discussion and thanked CM Kinnear for initiating the discussion. Theresa Sanders paid special attention to the changing nature of Spokane, which, she explained, was why it is a good idea to revisit the ordinance. CM Stratton asked if the City can handle noise on a case-by-case basis; Major King responded that handling it on a case-by-case basis is best, and said that a balance needed to be struck based on what is reasonable. Major Olsen said that having an ordinance on the books is very beneficial to SPD, and advocated that the ordinance's application might need to be tweaked, but having the ordinance itself is imperative, an argument with which Major King agreed. Chief Meidl promised more research from SPD on this topic, and Mr. Ormsby also offered to coordinate this research with the legal department going forward.

#### STRATEGIC PLAN SESSION

#### 1. Strategic Priority: Integrated 911/Dispatch

#### 911 Integrated Response Update – Ariane Schmidt

Ms. Schmidt explained the effort to explore other governance models of integrated 911/dispatch systems. By end of year, she went on, the plan is to have all stakeholder leaders sign off on plan for new governance so that the legal process of implementation at the county level can begin. Ms. Schmidt indicated that she was still working to decide on a specific governance model to use going forward, and Theresa Sanders outlined that the timeline to select a model is about 24 months, , which makes it a complicated process. Ms. Schmidt also said that City staff from many departments has been able to view this process and comment on it through their department leadership. CM Mumm asked how staff has been able to provide input, and Theresa Sanders explained in more detail, but said that the operations model decision will be more difficult. CM Mumm said that the best plan will represent the interests and

ideas of all concerned stakeholders, especially the staff members who work in the field. She went on to indicate her desire to make sure that the citizens' interests, not just the interests of City staff, are also adequately represented in this process. All available minutes and documents surrounding the process were made available on Sharepoint for all City staff to examine and consider.

#### 2. Strategic Priority: Integrated Response

• Mental Health Crisis Stabilization Facility Update – Ariane Schmidt / Jonathan Mallahan Ms. Schmidt began by explaining how multiple community initiatives between the City and the County had begun to overlap, which allowed the City and County to start to work together. She explained that this has led to the idea of building a new Regional Community Resource Center. The mental health crisis stabilization facility will become a part of this proposed resource center. Starting in 2018, funding identification will begin, as will management planning and legal consideration of this long-term investment in the regional community. The project has been divided between the City and County.

After the overview from Ms. Schmidt and Mr. Mallahan, a committee discussion began. CM Mumm asked about the County funding request from the state legislature and if City could help with funding. Theresa Sanders said that the County had to make the request, as they would own the facility. Ms. Sanders indicated her desire for exploring potential funding partnerships with the City of Spokane Valley and other regional shareholders. CM Waldref explained her preference for the City's state lobbyists to meet with the County state lobbyists to coordinate efforts to convince the State legislature to fund this. There is a grant opportunity to receive money resulting from fines paid by the State of Washington for a few mental health violations, which represents another potential source of funding. CM Kinnear asked when this facility will actually begin hosting people with mental health issues. Ms. Schmidt hopes it will be by 2019, but she outlined all the hurdles and other things in the timeline outside of the City's control. CM Mumm suggested keeping track of a dollar amount cost to the City now by not having this facility up and running. She suggested that this might be a powerful lobbying tool to speed up the process. Ms. Schmidt said that this kind of cost tracking is in the works and will be available to Council as soon as possible. Theresa Sanders mentioned the value of this kind of facility in supporting services and alleviating problems in the criminal justice system. Jonathan Mallahan will work with Council in the future to get this project moving. Theresa Sanders also commented on the extraordinary amount of cooperation between the City and the County, which has made her very proud of the process; she asked for more Council feedback going forward.

#### 3. Strategic Priority: Criminal Justice Reform

#### Bellingham Community Corrections Center Review – Theresa Sanders / CM Beggs

The purpose of the visit was to understand the various models for community resource and corrections facilities and centers. Theresa Sanders explained that there were some funding uncertainties and discrepancies in community expectations of the center's use and purpose in Bellingham, which she felt would need to be avoided in any sort of Community Corrections/Resource center project moving forward in Spokane. Further, Ms. Sanders thought this is one rare instance where a new, shared facility might increase outcomes from an administrative standpoint. She explained the breakdown of in-custody beds and services beds present in the center.

The current working understanding with Spokane was that the Geiger Facility would close, and the new community resource center would pick up the burden, as well as the addition of service provider facilities in the same center. Chief Meidl indicated his support for this effort, and for anything criminal justice-related that is pragmatic and practical. He also highlighted the need for greater supervision over property crime offenders released on bond or probation. CM Mumm pointed to auto insurers as a

community stakeholder who would have an interest in lowering vehicle theft. CM Kinnear responded that insurers don't have an incentive to do this, since higher car theft in Spokane allows them to charge higher premiums here. Theresa Sanders again pointed to greater supervision for property crime offenders as a necessity.

#### 4. Strategic Priority: City-Wide Safe & Clean

#### DSP Project Update – Jonathan Mallahan

Jonathan Mallahan gave an update on an investment partnership for the City with DSP to fund some equipment DSP regularly uses to keep downtown clean and healthy. CM Kinnear mentioned the launch of the "Hope Works" pilot project, and Mr. Mallahan said that he is aware and is working with DSP on it. He also gave an update on downtown trash receptacles and the planned upgrade to "BigBelly" trash receptacles to replace the current ones. CM Kinnear asked about the SOAR FTE request and where the funds would come from to pay that position; Mr. Mallahan said he would follow up on that. CM Mumm indicated her desire for a discussion of aggressive panhandling and homeless issues during the "City-Wide Safe & Clean" portion of Strategic Plan Session during future PSCHC meetings.

#### 5. Long-Term Continuity Plan for Strategic Initiatives Discussion

Theresa Sanders expressed the need for a long-term plan beyond this Mayoral administration's term for implementation of strategic initiatives. CM Mumm pointed out that the Comprehensive Plan provides a lot of answers for the long-term future of strategic initiative projects.

Before adjourning the meeting, CM Kinnear noted that the Spokane Fire Department's new assistant fire chief would begin formally on December 27, 2017. She explained that some constituents wanted to have an event to welcome her and get to know her in the future.

#### **ADMINISTRATION REQUESTS:**

NONE

**Action Items: NONE** 

Adjournment: The meeting was adjourned at 2:30 PM. Next meeting is Monday, January 8, 2018.

#### **Attachments/Briefing Papers:**

PSCHC Minutes 11-6-17

OPO Monthly Report - October 2017

2018 Utility Cut Sidewalk and Curb Repairs Contract

RFB - Trailer Mounted Six-Inch Wastewater Pump

WTE Purchase of Three Heat Exchanger Cells

PPE Value Blanket Order Increase (SFD)

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SPD Strategic Initiatives Monthly Update
SOAR FTE Request
Spokane 60 Health Center
HSG Public Services Renewal Funding
Yard Sale Ordinance
Strategic Plan Adoption Resolution

#### Respectfully submitted by:

Jacob Fraley, Legislative Aide to Council Member Lori Kinnear (PSCHC Chair)

Committee Chair Approval

Committee Chair Approval Lori Kinnear Spokane City Council – District 2



#### Office of the Police Ombudsman

808 W. Spokane Falls Blvd. Spokane, WA 99201 509.625.6742 / spdombudsman.org

January 8, 2017

#### **Public Safety & Community Health Committee Report Draft**

Reporting Period: November 1-30, 2017

	Snapshot of Activities	Monthly	Year to Date
Community C	Outreach		
ОРО	Community Events	4	111
	Other	10	83
OPOC	Community Outreach / Activities	8	67
Commendati	ons	0	2
Complaints			
	Received Complaints	3	30
	Referred Complaints	0	49
Contacts		87	888
<b>Case Review</b>			
	Request for Further Investigation	3	22
	Investigations Certified / Concurred	3	67
	Declined Certifications	0	18
	Special Cases Reviewed	13	159
Interviews			
	OPO Interviews	4	28
	IA Interviews	13	68
Training		3	24
Critical Incide	ents	1	5
Mediation		0	2
Recommendations		1	9
Other Activit	es		
SPD Related	Meetings / Contact	27	229
	Review Boards	2	18

#### 1. Community Outreach

- a. Community Events
  - i. Public Safety & Community Health Committee Report meeting (11/6)
  - ii. OPO Commission meeting (11/7)
  - iii. Police Advisory Committee Quarterly Public Meeting (11/16)
  - iv. Community Conversation with Chief Meidl (11/21)

#### b. Other

- i. Tour of County Jail with Leadership Spokane (11/1)
- ii. Rob Curley, Spokesman Review editor (11/2)
- iii. Jonathan Glover, Spokesman Review (11/9)
- iv. Wishing Star Foundation (11/9)
- v. Leadership Spokane Service Team Project (11/14)
- vi. Scott Richter, Eastern Washington University (11/20)
- vii. Leadership Spokane Tour of Seven 2 (11/21)
- viii. Kate Burke, Council Member elect (11/21)

#### 2. OPOC Actions

- a. Police Advisory Committee Quarterly Public Meeting (11/16)
- b. NACOLE Regional Training Seminar in Denver, CO (11/30)

#### 3. Complaints

- a. Complaints Received
  - i. OPO #17-28 (District #3) Demeanor
  - ii. OPO #17-29 (District #1) Inadequate Response
  - iii. OPO #17-31 (District #2) Inadequate Response

#### 4. Case Review

- a. Investigations Certified / Concurred
  - i. **C17-053 / OPO #17-26** Concur as Inquiry (11/16)
  - ii. **C17-043 / OPO # 17-19** Certified (1/27)
  - iii. **C17-044 / OPO 17-21** Concur as inquiry (11/28)
- b. Special Cases Reviewed
  - i. **3** Use of force
  - ii. 3 Pursuit review
  - iii. 10 Collision report
- c. Request for Further Investigation
  - i. C17-053 Additional information
  - ii. **C17-050 / OPO #17-23** Statement for clarification after already sent for Ombudsman certification
  - iii. C17-058 / OPO #17-27 Additional administrative information

#### 5. **OPO Interviews**

- a. Dissatisfied with NRO need additional information to file a complaint
- b. Lack of enforcement of restraining order complaint information provided, no formal complaint filed
- c. Inadequate response complaint intake filed formal complaint

#### 6. Training

- a. Ethical Leadership, Leadership, and Culture (11/10)
- b. Crisis Intervention Training (11/17)
- c. NACOLE Regional Training Seminar in Denver, CO (11/30)

#### 7. Critical Incident

- a. 11/29 Ombudsman responded to incident.
  - i. Incident summary: Officers responded to a domestic violence with a weapon call, officers searched the area for the suspect. After some time, the suspect returned and shot at the officers. Officers returned fire striking the suspect. Officers rendered first aid to the suspect who was transported to the hospital. The suspect died as a result of his injuries. Neither of the Officers were injured.

#### 8. Recommendations

a. R17-9 – Use of Force Policy review (11/20)

#### 9. Other Activities

- a. OPO staff members participated/engaged in the following other activities:
  - i. 14 meetings/contacts with IA
  - ii. 13 meetings/contacts with SPD
  - iii. Collision & Pursuit Review Board (11/14)
  - iv. Use of Force Review Board (11/14)
- b. Met/had contact with City Council members:
  - i. CP Stuckart on 11/9
  - ii. Beggs on 11/6
  - iii. Fagan on 11/9
  - iv. Mumm on 11/9
  - v. Stratton on 11/9
- c. Met with/had contact with OPO Commissioners:
  - i. Gardner on 11/8; 11/22; and 11/27
  - ii. Kelley on 11/13
  - iii. Smith on 11/1; 11/6; 11/15; 11/20; 11/22; and 11/27
  - iv. Wilburn on 11/27
- d. Attended Department/Division head meeting with Mayor (11/2)

#### 10. Next Steps

- a. Interviewing potential Intern
- b. Begin formal collaborative review of SPD Use of Force Policy
- c. OPO will have a holiday schedule of reduced hours. OPO will be closed on Thursday and Friday, December 28-29, 2017.

# Briefing Paper City of Spokane Spokane Municipal Court / Public Safety Committee January 8th, 2018

#### **Subject**

Washington Traffic Safety Commission-Candidate DUI Court Grant

#### **Background**

The Spokane Municipal Court, Prosecutor's Office, Public Defender's Office, Police Department and Probation Department have agreed to implement a DUI Court in January 2018. Our team, consisting of a Judge, Court Coordinator, Prosecutor, Public Defender, Probation Officer, Law Enforcement, Treatment Provider and Researcher attended the National Center for DWI Court Foundation Training in Duluth, Minnesota in September of 2017. The Washington Traffic Safety Commission (WTSC) paid all expenses for our team to attend the Foundational Training. The Spokane Municipal DUI Court will identify high risk DUI offenders through a validated, comprehensive computerized assessment tool and identify high needs by a thorough alcohol/drug assessment conducted by a chemical dependency professional.

Our goal is to follow the Adult Drug Court Best Practice Standards and to provide intensive supervision to our participants and operate a comprehensive program to reduce the incidences of alcohol and drug related crashes, injuries and fatalities caused by impaired drivers.

WTSC has offered to continue their support of the Spokane Municipal DUI Court by offering a candidate court grant in the amount of \$50,000.00 to ensure we follow best practices until the next grant cycle begins October, 2018.

#### **Impact**

Attend future trainings. This will further educate, train and enhance the team's ability to maintain a successful DUI Court in the City of Spokane that will focus on offender rehabilitation through best practices. Assist DUI Court participants with transportation needs, supplies and testing. Court participants to be under intensive supervision to ensure their success in the program and to protect the community.

#### **Action Requested**

Approval for acceptance of the WTSC funds and to advance approved expenses from the various departmental budgets until WTSC reimbursement occurs. Expenses to include: travel, training, conference registration fees, Alco-Sensor FST portable breathalyzer, Alco-Sensor FST calibrating equipment, office equipment and office supplies. Additional expenses will include printing DUI Court Participant Handbooks, brochures, posters, bus passes and for urinalysis testing.

#### **Funding**

Immediate funding will be at the City's expense. However, the City will be reimbursed 100% of the approved expenses through the WTSC when receipts of payment are submitted to WTSC. There should be no net budgetary impact to the general funds in 2017.

### **Briefing Paper**

### (Committee Name)

Division & Department:	Police Department / Traffic Unit		
Subject:	Photo Red / Speed		
Date:	Dec 27, 2017		
Contact (email & phone):	Craig Bulkley 835-4565		
City Council Sponsor:			
Executive Sponsor:			
Committee(s) Impacted:	Public Safety		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:  Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)			
Background/History: Statistics for Photo Speed / Red	d for the time frame of Nov. 17 thru December 27, 2017.		
<ul> <li>Executive Summary: Photo RED</li> <li>There were 1,152 violations on the photo red system from Nov. 17 thru Dec. 27, 2017. That is 67 more violations we had for the same time period last year.</li> <li>Freya and 3<sup>rd</sup> had the highest violations at 224</li> <li>Mission and Hamilton had the second highest violations with 115</li> <li>Thor and 2<sup>nd</sup> was the third highest with 111</li> <li>Summary: Photo Speed - This report is for Nov 17<sup>th</sup> thru Dec 27<sup>th</sup>, 2017</li> <li>There were 900 speed violations this year as compared to 1,057 violations last year.</li> <li>Longfellow elementary had 634 violations while Finch elementary had 266 violations.</li> </ul>			
Budget Impact:  Approved in current year budget? Yes No N/A  Annual/Reoccurring expenditure? Yes No N/A  If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.)  Operations Impact:  Consistent with current operations/policy? Yes No N/A  Requires change in current operations/policy? Yes No N/A  Specify changes required:  Known challenges/barriers:			

## **Sit and Lie Arrests (Redacted)**

Name	DOB	Date of Offense	Time of Offense	Cite/Released or Booked
		3/11/2014	18:17	Booked
		4/30/2014	12:24	Cite/Release
		4/30/2014	12:24	Cite/Release
		4/30/2014	12:24	Cite/Release
		5/1/2014	11:47	Cite/Release
		5/7/2014	12:49	Cite/Release
		5/16/2014	13:25	Booked
		5/16/2014	19:20	Booked
		5/18/2014	22:22	Cite/Release
		5/22/2014	14:31	Cite/Release
		5/22/2014	14:31	Cite/Release
		5/26/2014	11:29	Cite/Release
		5/27/2014	10:39	Cite/Release
		5/28/2014	11:05	Cite/Release
		5/30/2014	21:42	Cite/Release
		6/1/2014	18:13	Cite/Release
		6/1/2014	20:04	Booked
		6/1/2014	16:44	Cite/Release
		6/1/2014	20:07	Booked
		6/2/2014	19:00	Cite/Release
		6/3/2014	14:30	Cite/Release
		6/4/2014	19:27	Booked
		6/6/2014	20:45	Cite/Release
		6/6/2014	20:49	Cite/Release
		6/8/2014	15:20	Cite/Release
		6/13/2014	19:43	Booked
		6/15/2014	20:01	Booked
		6/20/2014	10:32	Cite/Release
		6/23/2014	16:19	Booked
		6/24/2014	11:30	Booked
		6/25/2014	11:24	Cite/Release
		7/1/2014	12:50	Cite/Release
		7/2/2014	8:45	Cite/Release
		7/6/2014	16:40	Cite/Release
		7/6/2014	15:00	Cite/Release
		7/8/2014	19:17	Booked
		7/8/2014	16:50	Cite/Release

7/12/2014	15.20	Cito/Dologoo
7/13/2014	15:20	Cite/Release
7/26/2014	22:56	Cite/Release
8/22/2014	18:36	Cite/Release
8/29/2014	18:51	Cite/Release
 9/2/2014	16:30	Cite/Release
9/8/2014	12:30	Cite/Release
9/9/2014	17:15	Cite/Release
9/9/2014	17:10	Cite/Release
9/9/2014	17:10	Booked
9/16/2014	21:02	Cite/Release
9/29/2014	19:39	Cite/Release
10/28/2014	11:04	Cite/Release
2/11/2015	12:16	Booked
3/2/2015	16:10	Cite/Release
3/2/2015	16:10	Cite/Release
3/7/2015	14:25	Booked
3/22/2015	12:48	Cite/Release
5/19/2105	9:00	Booked
5/19/2015	9:00	Booked
5/31/2015	13:21	Cite/Release
6/1/2015	15:18	Cite/Release
6/7/2015	15:52	Cite/Release
6/10/2015	11:38	Cite/Release
6/17/2015	12:04	Booked
6/18/2015	15:15	Cite/Release
6/25/2015	17:18	Booked
8/1/2015	15:42	Cite/Release
8/17/2015	12:46	Booked
8/22/2015	17:54	Cite/Release
8/25/2015	14:16	Cite/Release
9/20/2015	18:54	Cite/Release
9/21/2015	15:21	Cite/Release
9/21/2015	15:21	Cite/Release
9/22/2015	10:51	Cite/Release
10/3/2015	16:45	Cite/Release
10/11/2015	13:21	Cite/Release
10/18/2015	8:28	Cite/Release
1/1/2016	11:25	Cite/Release
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11-23-17	1001	Cite
11-23-17	1007	Booked
11-24-17	1054	Cite
12-1-17	1106	Cite
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## SPOKANE POLICE DIVISION CHIEF OF POLICE

CRAIG N. MEIDL

## **Strategic Initiatives**January 2018 Report

## Public Safety and Community Health Committee Briefing January 8, 2017





#### CHIEF OF POLICE

CRAIG N. MEIDL

#### **Selected Excerpts of Officer Commendation Letters**

I am writing to thank and commend the work of **Officer Juan Rodriguez**, whose investigative assistance and acumen solved the crime of theft of industrial wire from a Shoshone County business and enabled a successful felony prosecution here. Officer Rodriguez went above and beyond the call of duty in this case, beyond the City's border, indeed beyond the Washington state border, to assist in obtaining justice for Hecla Mining Co. and enable Shoshone County to hold these thieves accountable. As a direct result of Officer Rodriguez's work, felony convictions were obtained in September 2017 as well as court orders to pay over \$19,000 in restitution to Hecla Mining Co. As you may be aware, Shoshone County has a rich mining history and a theft of this magnitude can really impact a business's ability to continue operations and employ members of our small, rural community. We are grateful for Officer Rodriguez.

-Caryn McInerney, Deputy Prosecuting Attorney, Shoshone County Prosecutor's Office

I had the opportunity to work with **Officers Mike Bruner**, **Bradley Lewis**, and **Corporal Tamie Johnson** on Monday morning at a psych call in the parking lot at 800 block of W Nora. I was on scene with an adult male that was hallucinating and believed he was being followed by SPD snipers on the top of buildings. Everywhere he went, he saw snipers and as time progressed his frustration and anxiety increased.

I had a paramedic engine with me and we just kept the male in the parking lot by talking and keeping him busy until Corporal Johnson arrived. Once she was on-scene she coordinated the other officers into a plan that included the peaceful and very respectful placement of the male into protective custody. Eventually, he was placed in an ambulance and transported for definitive care.

Years before CIT training and different leadership and philosophy in the department I could argue that the outcome would have been much different. In the past, the adult male could very well have been taken into custody using force, placing the male and the officers at risk. Corporal Johnson's leadership and the officers' competence, overall professionalism, and teamwork was extremely impressive to watch. Thanks for building a culture where outcomes like these have become the norm.

-Brian Schaeffer, Chief, Spokane Fire Department

Officer Mark Brownell, You have been a blessing. You were always polite, kind, and concerned when you communicated with us and under some circumstances you went above and beyond what I would have considered normal. You are very efficient and impressive in your job. You are a tremendous resource of information and an asset to your department. You are an excellent example for all police officers. Thank you again for everything you have done and for your continued support.

-L. W.





#### CHIEF OF POLICE

CRAIG N. MEIDL

#### **Internal Affairs Unit Update**

#### January 1 through November 30, 2017 Complaints

#### **Complaints Received:**

Total: 62

Closed Out as Inquiries: 11 (As of November 30, 2017)

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

#### Prior Year Complaint Totals, 2013-2016

- 2013: 204 Complaints (87 were inquiries)
- 2014: 169 Complaints (101 were inquiries)
- 2015: 109 Complaints (72 were inquiries)
- 2016: 78 Complaints (20 inquiries)

#### Source of 2017 Complaints\*

\*Note: Sometimes a citizen will report a complaint in multiple places; in those cases, the place where the complaint was first reported is noted.

Received by the Office of Police Ombudsman Total: 32

Received by the Spokane Police Department Total: 30

Internally Generated by the SPD Total: 4

Generated by the Community Total: 58





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#### Categories of Complaints\*\*

Allegations associated with **Citizen Complaints** *received* between January 1 and November 30, 2017. \*\*Note: Some investigations involve multiple allegations. Allegations may be for commissioned or civilian employees.

Allegation	Number
Abuse of Authority	1
Assault	1
Biased Policing	2
Conduct Unbecoming	3
Conflict of Interest	1
Demeanor	9
Disclosure of Confidential Information	1
Excessive Force	4
False Arrest	1
False Reporting	2
Harassment	4
Improper Driving	1
Inadequate Response	20
Insubordination	1
Misleading Statements	1
Misuse of Department Property	1
Racial Profiling	1
Reckless Driving	2
Sexual Assault	2
Unauthorized Use of Database	1
Unlawful/Improper Arrest	3
Unlawful Search/Seizure	1
Untruthfulness	1

#### Disposition of Allegations (as of November 30, 2017)

Many cases are still open. So far, 11 cases were determined to be an Inquiry. 12 were Administratively Suspended. 2 cases were resolved through Mediation. Some cases had multiple allegations. 8 allegations were Exonerated. 10 allegations were Unfounded. 3 allegations were Not Sustained. 3 allegations were Sustained.





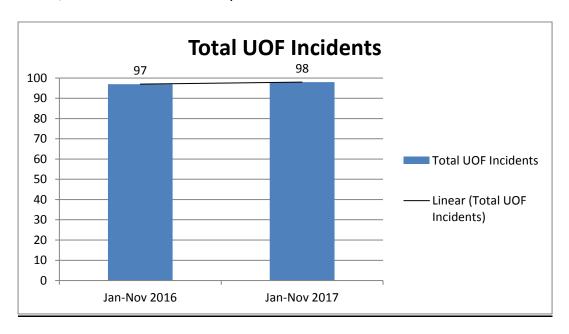
#### CHIEF OF POLICE

CRAIG N. MEIDL

#### **Use of Force Update**

#### 2017 Non-Deadly Reportable Use of Force Incidents

From January 1-November 30 2017, there were 98 non-deadly use of force incidents. During that same timeframe in 2016, there were 97 non-deadly force incidents.



#### 2017 Deadly Use of Force Incidents

From January 1-November 30, 2017, there were six deadly force incidents. During that same timeframe in 2016, there were three deadly force incidents. Deadly force rates have stayed constant; deadly force was used an average of four each year.

#### Deadly Force Annual Totals, 2013-2017

2013: 3 incidents

• 2014: 4 incidents

• 2015: 5 incidents

• 2016: 3 incidents

2017: 6 incidents as of November 30, 2017





#### CHIEF OF POLICE

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#### Officer-Involved Shooting Incidents Update (through November 30, 2017)

#### 2016 Case Status

#### F16-040 (Pending Chief of Police review)

Incident 16-154017 took place May 1, 2016 at the intersection of Division and Main. The Prosecutor ruled the shooting was justified. The SPD internal investigation is complete and the case is with the Chief of Police for review.

#### 2017 Case Status

#### F17-004 (Pending Chief of Police review)

Incident 2017-20008511 took place January 16, 2017 in the area of 5<sup>th</sup> and Maple. Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is complete. The case is with the Chief of Police for review.

#### F17-034 (Under Administrative Investigation)

Incident 2017-20084382 took place May 7, 2017 in the 1300 block of East Dalton. Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is ongoing.

#### F17-053 (Under Administrative investigation)

Incident 2017-10085419 took place July 3, 2017, in the 5900 block of North Mount Vernon Street. Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is ongoing.

#### F17-079 (Under SIRR investigation)

Incident 2017-20185893 took place on 9/18/2017, in the area of Monroe/Sinto. The Spokane Investigative Regional Response Team (SIRR) is currently investigating.

#### F17-086 (Sent to Prosecutor)

Incident 2017-20197756 took place on 10/4/2017, in the 2300 block of West Wellesley. Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation.

#### F17-106 (Under SIRR investigation)

Incident 2017-20235296 took place on 11/28/2017 in the 2900 block of East Rowan. The Spokane Investigative Regional Response Team (SIRR) is currently investigating.





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#### **Items of Interest**

#### Law Enforcement-Mental Health Learning Site Designation

Spokane Police Department was recently selected as a finalist for the Law Enforcement-Mental Health Learning Sites Program (one of six finalists in the nation). The program is a partnership between the Council of State Governments Justice Center and the Bureau of Justice Assistance. It recognizes agencies with successful police-mental health collaboration that are willing to serve as models for other agencies who want to start or expand similar programs like CIT. Learning sites represent a diverse cross-section of perspectives and program examples, and are dedicated to helping other jurisdictions improve their responses to people with mental illnesses. Ultimately, SPD was not selected to be a Learning Site but can still take pride in being a finalist.

#### **Diagnostic Center Site Visit**

During the last week of November, two subject matter experts from the DOJ Office of Justice Programs (OJP) Diagnostic Center visited SPD. Communications Specialists Laura McElroy and Allie Harokopus came to assess SPD internal and external communications and look for ways to improve. The training and technical assistance from the Diagnostic Center continues into 2018. They will be also helping us with a community survey in 2018.

#### **Precinct Highlights**

#### **Downtown Precinct Highlights**

#### **CPTED Pilot Program**

Downtown officers are working with multiple businesses and service agencies to improve safety. They have recently conducted Crime Prevention through Environmental Design (CPTED) evaluations of the House of Charity and surrounding businesses. CPTED is an innovative approach to crime prevention using a proven methodology. The goal is to change the environment in such a way that criminal activity is not conducive to the new environment, while making the area a more inviting and comfortable place for legitimate users.

These CPTED evaluations are part of a pilot program involving grants to assist businesses with CPTED improvements like extra lighting and exterior cameras. SPD officers, who are certified CPTED practitioners, conduct the reviews. Officers meet business and/or property owners to discuss their concerns, and conduct an evaluation of the premises to advise on how best to adjust their environment, following up with a written report. The reports address the CPTED principles: surveillance, access, territorial reinforcement, and maintenance.

The responding property owners complete a grant application including a work plan detailing which elements from SPD's recommendations they wish to implement, along with quotes for the desired CRTED

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measures they wish to apply. Following approval from the CPTED Spokane Project Coordinator and a CPTED qualified SPD officer, the applicant is able to purchase their desired security measures, and will receive a 10 to 1 financial match. The maximum amount awarded will be \$3,500 if the applicant invests at least \$350. Due to limited funding the maximum award amount will be \$3,500, and grants will cease to be awarded once designated funds have been depleted.

The current pilot is restricted to a two-block radius near House of Charity, at 32 W Pacific Ave, due to SPD crime statistics showing the area to be a crime hot spot, and the high cost to tax payers of responding to public service calls in that area. Pending the outcome of this pilot, the City will consider a possible expansion of this program.

#### Collaboration with Area Businesses and Service Agencies

Downtown officers regularly meet with Homeless Huddle, Homeless Coalition, Downtown Spokane Partnership Business Improvement District board, Continuum of Care Board, Ambassadors, Juvenile probation, Downtown security team, District Management Team and various other City staff like members of the Neighborhood Services office. During the holiday season, Downtown officers will conduct daily walk-throughs of the River Park Square for to ensure a visible police presence with the large increase in visitors to the mall.

#### **North Precinct Highlights**

Community Court has expanded into the Northside. Now on Tuesdays Community Court will be held at the Northeast Community Center. The court will handle all appropriate crimes charged in Northeast Spokane. Several members of the community and several city departments attended the Grand Opening on



December 12th. Officer Sandi McIntyre will be the Liaison for the North Precinct to assist with Community Court needs each week.

"Coffee with a Cop"

The North Precinct will be hosting the next "Coffee with a Cop" event on January 11th from 10am to noon at the McDonald's at 6321 N. Monroe.

Pictured left: NRO Scott Hice (Northside) at the Spokane C.O.P.S. holiday party for families





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#### **Outreach Update**

#### **Community Outreach Cadre**

We are excited to announce the formation of a new cadre at Spokane Police Department. The Community Outreach Cadre is a group of officers selected to be part of a specialty team with the mission of connecting with the community. Based on their experience and interest in community engagement, these officers represent a wide range of roles throughout the department (e.g., Neighborhood Resource Officers, Investigations, K9, SWAT, Patrol).

#### Youth & Police Initiative (YPI)

SPD held another YPI session at Rogers High School during the month of December and a session at Glover Middle School during November. YPI will be at Garry Middle School in January. KREM recently highlighted SPD's efforts at reaching middle school youth:

http://www.krem.com/news/local/spokane-county/spokane-police-programs-aims-to-reach-kids-at-a-younger-age/492555261

#### **SPD Giving Tree**

Community Outreach and Volunteer Services Units created an SPD Giving Tree. The tree contains cards with information for children and/or families in need of assistance this holiday season. For the past several years, the Community Outreach Unit coordinated families in need with Christmas gifts, through various organizations (e.g., Salvation Army, Spokane Community College). They will continue to support the other organizations, but will expand the Spokane Police Department's presence during this holiday season.

The project asks members of the department to provide names of families in need that would be eligible to receive Christmas gifts. As police officers, they often encounter those living in our communities that for whatever reason do not access other resources, but are truly "in need." Through the course of their work, officers often meet families that could benefit from a little extra charity during the holiday season.

After the units have identified their needs, they will place gift tags on the tree. SPD employees will have an opportunity to select tags from the tree, and then return the gift (wrapped or unwrapped). Once the gifts for families are compiled, police officers will deliver the gifts to families.

#### **Target Heroes and Helpers**

SPD Officers and volunteers enjoyed participating the Target Heroes and Helpers event. Target provides 20 \$50 Target gift cards for youth to shop with an SPD officer to purchase Christmas gifts for their families. Target also provides a gift-wrapping table so the kids do not have to worry about wrapping the presents. We partnered with Holmes elementary again this year for the 20 kids, and received a few extra donations that allowed us to invite a few other kids to join us.





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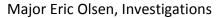
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#### Salvation Army Clothe-a-Child at J.C. Penney

SPD leadership, officers, civilians, and volunteers participated in the Salvation Army event. J.C. Penney donates funds for children to buy the clothes they need and a little extra to buy a present for someone else. The children shop with an officer.

#### Members of Command staff at the event:







Captain Dan Torok, North Precinct



Command staff





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#### Anti-Bullying Presentation with Mary Walker School District

SPD's Academy recently hosted over 100 second and third graders for an Open House and Anti-Bullying Talk.



#### **Noteworthy News**

The International Association of Chiefs of Police 2017 Annual Conference highlighted SPD's Police Activities League, Youth & Police Initiative, and Neighborhood Resource Officers. See video: https://www.youtube.com/watch?time\_continue=27&v=aENQmVTrL0s



## **Briefing Paper**

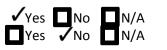
### (Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase of (2) Bauer, Stationary Breathing Air Compressors
Date:	27 December 2017
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner
Strategic Initiative:	Public Safety and Community Health
Deadline:	Purchase Order is in process per ER 2018-
Outcome: (deliverables, delivery duties, milestones to meet)	Incorporate (2) new Stationary Breathing Air Compressors to replace aging and increasingly unreliable compressor equipment at Fire Station 1 and the SFD Training Center.
compressor at the SFD Training for Station 1 is a larger capacity Training Center. Bauer compression	the Station 1 compressor was built in approximately 1990. The g Center was built in approximately 1975. The replacement compressor y unit than the replacement compressor being ordered for the SFD essors were selected as they were deemed the best value considering eability and anticipated lower maintenance costs compared to other
GSA Pricing GSA Contract costs. The larger of the two 15% below list price. Shippi     Price - Total purchase price \$6,500 including tax.     Enhanced Performance - Bequal or greater fill rate at a full the anticipated near-term performent Standardization should be nearly identical.     Parts availability - Bauer means to the should be pearly identical.	GS-07F-195GA is being utilized for the majority of the purchase and includes shipping compressors, which is not eligible under GSA, was discounted by the manufacturer, ing costs for the larger compressor were reduced by 50% as well. If or equipment, delivery and tax not to exceed \$160,000. Installation not to exceed on the new compressors should exceed the performance of the units they are replacing—a higher pressure. If the pressure is will be compatible with new NFPA safety standards incorporated in purchase of replacement airpacks.  In — Though the compressors are not identical in size or capacity, compressor operation traintains a robust and easily accessible stock of replacement parts.
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu	

#### Operations Impact:

Consistent with current operations/policy? Requires change in current operations/policy?

Specify changes required: N/A Known challenges/barriers: N/A



## **Briefing Paper Public Safety and Community Health Committee**

Division & Department:	Public Safety (Stand Alone Departments) & Public Defender			
Subject:	Investigator Contract for Public Defender's Office			
Date:	December 29, 2017			
Author (email & phone):	Kathy Knox kknox@spokanecity.org 835-5972			
City Council Sponsor:				
Executive Sponsor:				
Committee(s) Impacted:	PSCHC			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget; State Supreme Court Standards for Public Defenders relating to the appropriate use of investigators in the defense role.			
Strategic Initiative:	Compliance with Defender Standards/Efficiencies in Criminal Justice			
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)	2018 Contract for investigative services for the Public Defender's Office.			
Executive Summary:				
<ul> <li>State Supreme Court Standards for Public Defenders require the attorneys to certify on a quarterly basis that they are in compliance with these standards, one of which is to use investigators as appropriate for a proper defense of a case.</li> <li>The City Public Defender's Office has increased the use of investigators in the last five years.</li> <li>With more driving while under the influenced cases filed in the Municipal Court, there will probably be an increased need for investigators in coming years.</li> <li>Larry Tangen is one of the investigators; he has provided excellent service to the attorneys in representation of their clients since 2008. This is a contract for \$75,000.</li> <li>The State Office of Public Defense awarded the City additional funds for 2018 and 2019, in</li> </ul>				
part for investigator services. This is in addition to funds the City has provided in the General Fund.  Budget Impact:				
Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu	re? 🗖 Yes 📄 No			

Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers: none	Yes Yes	No No		
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#### City of Spokane

#### PERSONAL SERVICES AGREEMENT

## Title: LARRY TANGEN INVESTIGATIVE SERVICES

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Larry Tangen - Private Investigator**, whose mailing address is P.O. Box 113, Chattaroy, Washington, 99003 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS the City of Spokane Public Defender's office requires the services of a private investigator in the defense of its cases from time to time throughout the year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

#### 1. TERM OF AGREEMENT.

The term of this Agreement begins on **January 1, 2018** and ends on **December 31, 2018**, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.

#### 2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

#### 3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described below. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the Public Defender's Office with Investigative Services to include, but not limited to the following:

- A. Consultation with attorney;
- B. Receive and review discovery;
- C. Interview witnesses;

- D. Physically inspect the scene of the incident and take photographs, as needed;
- E. Serve subpoenas:
- F<sub>4</sub> Obtain medical records;
- G. Serve as a witness at trial or hearing, if necessary;
- H<sub>o</sub> Locate witnesses; and
- Conduct records searches.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **SEVENTY FIVE THOUSAND**, and 00/100 **DOLLARS** (\$75,000.00), including taxes, payable at the billable/hourly rate of **SIXTY FIVE AND 00/100 Dollars** (\$65.00), unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment to City of Spokane, Public Defender's Office, 824 North Monroe Street, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant'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.

#### 5. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant'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. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### 6. 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 Consultant shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor 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.

#### 7. REIMBURSABLES

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (excluding the "Incidental" portion of the published CONUS Federal M&I Rate) for the city in which the work is performed. Receipts are not required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant**: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

#### 8. 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 Consultant 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.

#### 9. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant 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 indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

#### 10. INSURANCE.

During the period of the Agreement, the Consultant 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 RCW 48:

- 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 the Consultant's services to be provided under 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.

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

#### 11. AUDIT.

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants 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.

#### 12. INDEPENDENT CONSULTANT.

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

#### 13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### 14. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### 15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

#### 16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

#### 17. 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 Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

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).

#### 18. 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.

#### 19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications**: This Agreement may be modified by the City 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 Consultant, 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 Consultant 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 Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work 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 Consultant. 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 the City 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.

#### 20. DEBARMENT AND SUSPENSION.

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

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

LARRY TANGEN - PRIVATE INVESTIGATOR	CITY OF SPOKANE
By L. N. Yangar 12-4-17 Signature Date	By Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Mawoull Assistant City Attorney

Attachments that are part of this Agreement:

Scope of Work document Certificate Regarding Debarment

17-157

## ATTACHMENT B CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
L. R. Tance Name of Certifying Official (Type or Print)	J. N. Tayon Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)



## Spokane is a safe, diverse, resilient, sustainable, and growing city known for its natural beauty, economic prosperity, and exceptional quality of life for all.



**DRAFT** 012/19/17

Safe and Healthy

To create a safe, healthy, supportive environment for City of Spokane residents, business and visitors

Public Safety & Community Health Committee

Chair – Lori Kinnear Vice-Chair – Breean Beggs Admin – Theresa Sanders

Community Oriented Policing
Criminal Justice Reform
Diversity Initiatives
Fire Department
Human Services
Libraries
Municipal Court
Ombudsman
Parking & Code Enforcement
Public Safety

First Monday of each month at 1:15pm – 2:45pm with 15-30 "flex session" allowed after (2:45pm-3:15pm)



**DRAFT**