

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING
AGENDA FOR MONDAY, July 30, 2018
1:15 p.m. – City Council Briefing Center

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on July 30, 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.

PRELIMINARY AGENDA

- I. **Call to Order at 1:15 p.m.**
- II. **Approval of Minutes**
 - [June 4, 2018 PSCHC Meeting](#)
- III. **Monthly Reports/Updates – Briefing Papers Only, No Discussion**
 1. [OPO Monthly Update – May 2018](#)
 2. [OPO Monthly Update – June 2018](#)
 3. [Photo Red Update – June & July \(SPD\)](#)
 4. [Sit and Lie Update – June & July \(SPD\)](#)
 5. [Strategic Initiatives Update \(SPD\)](#)
- IV. **Consent Agenda – Briefing Papers Only, No Discussion**
 1. [Dangerous Dog Requirements Ordinance \(Legal\)](#)
 2. [2018 Relicensing Program Interlocal Agreement \(Legal\)](#)
 3. [2018 Mental Health Court Interlocal Agreement \(Legal\)](#)
 4. [Annual Subscription to ESO Solutions \(Fire\)](#)
 5. [Municipal Court Probation Supervisor Position \(Municipal Court\)](#)
 6. [WA Department of Ecology Grant Agreement & SBO \(Fire\)](#)
 7. [Assistance to Firefighters Grant SBO \(Fire\)](#)
 8. [Department of Emergency Management Equipment Funding Application \(SPD\)](#)
 9. [Axon Interview Room Camera Upgrade SBO \(SPD\)](#)
 10. [Records Organization Grant Application \(SPD\)](#)
 11. [Undercover Vehicle Purchase SBO \(SPD\)](#)
 12. [Galls Value Blanket Order for Ballistic Body Armor \(SPD\)](#)
 13. [Falls Ave. – Lower Crossing to Elm Contract Approval \(Public Works / Engineering\)](#)
 14. [Federally Funded Right-of-Way Acquisition Services Contract \(Asset Management\)](#)
 15. [Relocation of the Rose Apartments \(CHHS\)](#)
- V. **Strategic Plan Session**
 1. Strategic Priority: Integrated 911/Dispatch

- NONE
- 2. Strategic Priority: Integrated Response
 - Integrated Social Services Pilot Update – Alex Reynolds (5 minutes)
- 3. Strategic Priority: Criminal Justice Reform
 - NONE
- 4. Strategic Priority: City-Wide Clean & Safe
 - SPD Property Crime & Vehicle Prowling Update – Chief Meidl (10 minutes)

VI. Discussion Items (as needed)

1. Staff Requests
 - [Maple Street Gateway Project Overview](#) – Omar Akkari (10 minutes)
2. Council Requests
 - [DSP Request for Surveillance Camera Grant Program](#) – CM Kinnear & Mark Richard (10 minutes)
 - [Probation Electronic Home Monitoring \(EHM\)/Jail Alternative Contract](#) – CM Beggs & Howard Delaney (10 minutes)

VII. Adjournment

Next Committee meeting will be September 10, 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 msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Public Safety & Community Health Committee

Meeting Minutes – June 4, 2018

Call to Order: 1:15 PM

Attendance:

PSCHC Members Present: PSCHC Chair CM Kinnear, CM Fagan, CM Burke, CM Mumm, CM Beggs

Staff/Others Present: Chief Meidl, Major Olsen, Major King, Director MacConnel, Detective Harden, Officer Craig Bulkley, Chief Schaeffer, Assistant Fire Chief John, Assistant Fire Chief Wolford, Brian McClatchey, Mike Ormsby, Angie Napolitano, Adam McDaniel, Dawn Kinder, Eric Finch, Alex Reynolds, Ariane Schmidt, Bart Logue, Justin Bingham, Patrick Striker, Kelly Keennan, Ariane Schmidt, Julie Happy, Luvimae Omana, Tim Dunnivant, Ed Lukas, Kelly Keenan, Mike Lopez, Luvimae Omana, Theresa Sanders

Approval of May 7, 2018 minutes: Motion to approve by CM Fagan; M/S by CM Beggs. The committee approved the minutes for May 7, 2018 unanimously.

CONSENT AGENDA ITEMS

OPO Monthly Report – April 2018

Photo Red Update (SPD)

Sit and Lie Update (SPD)

Strategic Initiatives Monthly Update (SPD)

AOT False Alarm Program (SPD)

Galls Contract for Police Uniforms, Alterations, and Repairs (SPD)

Purchase of Central #2 Well Station Pump (Public Works)

Non-Federally Funded Right of Way Acquisition Services (Asset Management)

Sunset Blvd. Grind & Overlay (Public Works) – CM Mumm asked Dan Buller a clarifying question about the grind & overlay work and compatibility with City long-term connectivity and transport plans. Dan said he can report back. Theresa Sanders asked about the specifics of the project, and Dan described in detail the lane changes that are set to occur.

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

Integrated Social Services Pilot Update – Alex Reynolds

Mr. Reynold's update centered on the potential locations for the pilot site, as the Intermodal Center site had long fallen out of favor. He listed three potential locations that had come under consideration: Monroe Court, the Jenkins Building, and a space on the first floor of the downtown public library. There also exists a possible fourth location that would be shared with Worksource. Using a PowerPoint

presentation, Mr. Reynolds mapped all three main candidates and listed both the strengths and weaknesses associated with each potential location. CM Mumm asked for specifics about the 1st-Floor Library location and suggested that cost estimates be obtained as a next step. City Administrator Theresa Sanders indicated her desire to maintain a focus on law enforcement connectivity with the services provided at a potential site location.

Strategic Priority: Criminal Justice Reform

NONE

Strategic Priority: City-Wide Clean & Safe

SPD Public Safety & Recidivism Reduction Programs Update – Asst. Chief Lundgren

Asst. Chief Lundgren was out sick on the date of the meeting. He will present this update during the July 30th PSCHC meeting.

DISCUSSION ITEMS

Staff Requests:

CHHS Board Update – Chairwoman Anne Stuyvesant-Whigham

Chairwoman Stuyvesant-Whigham passed out a written update for committee members, as her schedule necessitated that she leave early for another commitment. Before she left, however, the chairwoman did provide an overview of CHHS' five-year grant program, which, since April of 2017, has had three workgroups making progress on this process. These workgroups will continue to focus particularly on food security, work-force training, and housing security. RFPs will be sent out in September 2018. CM Burke indicated her desire to work with the CHHS Board on its efforts going forward, especially on the food security aspect.

SPD Traffic Camera Posting Update – Officer Craig Bulkley

Officer Bulkley gave an overview update of the traffic-calming Photo Red traffic camera system. He included a packet with 2016/2017 data regarding Photo Red, which was combined with the SFD briefing packet. CM Kinnear noted her surprise at the high average rate of speed for those given speeding citations in school zones. The average speed was reported at almost 31 mph when the posted limit is 20 mph. Officer Bulkley said that increased education about driving in school zones will help reduce these high speeds. CM Mumm asked for his analysis of crashes that occurred in Photo Red zones. Officer Bulkley explained, and analyzed some of the data he included. CM Kinnear asked about strategies for reducing speeds and fatalities, and Officer Bulkley offered that if officers are posted near the zones, people will slow down to closer to 20 mph. CM Kinnear and Theresa Sanders both echoed the need for greater community education about signals and proper driving practices in slow-speed zones.

Fire/EMS Resource Deployment Briefing – Chief Schaeffer

Chief Schaeffer gave an in-depth presentation about how SFD's emergency resources are deployed, following up on a request during the May meeting for more information on this topic. He explained the number of calls SFD responds to and explained the procedures entities use in making deployment decisions. He also mentioned some of the issues with conveying deployment processes and decisions to the public, but explained the reasons why certain deployment decisions are made. In addition, the Chief noted how deployment is very technology-driven and explained how the process of deployment works

through these technological systems. SFD just launched a behavioral health unit with a Frontier behavioral health specialists working with paramedics to respond to only behavioral health calls. From there, Chief Schaeffer explained the average time SFD spends responding to a single call, as well as how personnel deployment decisions are made according to the seriousness and threat associated with a particular call. He continued by explaining how industry studies on fire safety provide the standards for preparedness, and then showed an elaborative 2-minute video explaining how preparedness decisions impact resource and personnel deployment decisions. He explained ARUs, which are two-man teams in SFD pickup trucks that aid and assist the big fire trucks in deployment and keeping them serviced and operational. CMs Mumm and Kinnear asked some clarifying questions about some of the topics, and Chief Schaeffer was able to go into further detail on a few subjects to provide answers. One clarifying question by CM Kinnear regarded the behavioral health calls; Theresa Sanders asked how SPD addresses behavioral health issues in deployment. Both SFD and SPD work with MCAT, the crisis-stabilization team. Chief Schaeffer then gave an overview of severity staffing for the upcoming wildland fire season, which the Chief expects will hit its peak beginning in July.

SMC Revisions in Accordance with HB 2057 Policy/Procedures Discussion – Melissa Wittstruck

Melissa and Luiz Garcia overviewed how HB 2057 passed the state legislature this session and how it represents a big win for cities in dealing with foreclosed/abandoned properties. Melissa gave specifics on what exactly HB 2057 does to state law and what new abilities cities have under it. Under the new law, the City's Code Enforcement Department will have expanded abilities to address these issues. HB 2057 also protects Cities from legal liabilities associated with performing the duties that Code Enforcement will now have the authority to do. CM Mumm commented on the need for good data-collection on how these changes to state law are having an impact. She indicated her preference that the City make such data available for Spokane's lobbyists in the state legislature.

Goodwill Homeless Veteran Outreach Discussion – Kelly Keenan

Kelly Keenan invited Michele Harris from Goodwill to present on Goodwill's program for ending veteran homelessness in Spokane. Ms. Harris passed out detailed report packets explaining how a coordinated approach between private and public entities can help to address the problem of veteran homelessness. Goodwill's process in creating this program brought landlords and groups of veterans who've experienced homelessness together to find solutions. She also gave a unique Spokane definition of what truly ending veteran homelessness would look like. She then explained the key findings discovered in the process of producing the report. In addition, Ms. Harris ran through the Five Priority Goals for the Goodwill ending veteran homelessness effort: (1) increase community awareness; (2) make HMIS database more complete and comprehensive under present circumstances; (3) address service silos; (4) streamline the intake process; and (5) increase availability of permanent housing. Ms. Harris also gave an update on how the effort, which was funded by multiple grants, is making progress in housing homeless veterans and reducing numbers of veterans who have experienced homelessness multiple times. She then showed an educational video about the challenges that homeless veterans often struggle with, and informed the committee that the video will be distributed in the community.

Ms. Harris also gave a brief update on the progress of the Hope Works program that Goodwill is running in Spokane, which began in March 2018. Hope Works connects with those panhandling on the streets and offers them volunteer work opportunities with DSP service and clean-up areas, which earns them a \$50/day stipend. She said a large number of youth have been involved with the young people program, and that the van that services this program is full every day. The days panhandlers spend working ends with a connection to services for the individuals to set up next steps.

Council Requests:

CHHS Safe Parking Program Discussion – CM Burke & Kelly Keenan

CHHS staff created briefing materials on safe parking programs created in other cities to give Council an overview. Kelly Keenan suggested that Council considers this topic in more depth through a work-group or during a study session. CM Beggs said he was interested in finding a workable Spokane approach to a problem facing cities all over the US. CM Mumm suggested sharing the data with SPD as well.

Basketball Hoops Policy and Procedure Discussion – CM Beggs

In response to some media stories about mobile basketball hoops on the streets/sidewalks of our neighborhoods that were earning tickets from Code Enforcement for code violations, CM Beggs wanted to clarify what exactly constitutes a violation of basketball hoop policies. CM Beggs initially had drafted an ordinance to address this, but a solution was found at policy level, so an ordinance is no longer necessary. Kris Becker explained how administrative policy will address the complaints and enforcement issues in the future.

Traffic Officers Resolution – CM Beggs

CM Beggs explained that, following a school traffic safety pilot project being made perfect, there are some funds in reserves left over from the aforementioned program available for bringing in new traffic officers to the ranks of SPD. The resolution will come before Council on June 11 and will need four votes. CM Mumm raised a concern about taking money from the school-related budget column for officers that won't work exclusively for or around schools. CM Mumm also raised a concern about funding through traffic-calming dollars, which are not guaranteed, so she wanted to add a date for program review before extending funding further in the future. Theresa Sanders asked about some of the logistics involved with SPD filling these new traffic officer roles, and Major King explained how SPD would bring the new traffic officers into the fold. CM Mumm reiterated her preference that the funds come exclusively from the General Fund, not out of the school traffic-calming fund. Policy discussion ensued about philosophical differences between using funding for infrastructure solutions to traffic issues around schools, or funding law enforcement presence as a solution.

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Adjournment: The meeting was adjourned at 2:45 PM. The next PSCHC meeting will be held Monday, July 30, 2018.

Attachments/Briefing Papers:

PSCHC Meeting Minutes – May 7, 2018
OPO Monthly Report – April 2018
Photo Red Update (SPD)
Sit and Lie Update (SPD)
AOT False Alarm Program (SPD)

Galls Contract for Police Uniforms, Alterations, and Repairs (SPD)
Purchase of Central #2 Well Station Pump (Public Works)
Non-Federally Funded Right of Way Acquisition Services (Asset Management)
Sunset Blvd. Grind & Overlay (Public Works)

Respectfully submitted by:

Jacob Fraley, Legislative Aide to Council Member Lori Kinnear (PSCHC Chair)
Anna Everano, Legislative Aide to Council Member Mike Fagan (PSCHC Vice-Chair)

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

June 7, 2018

Public Safety & Community Health Committee Report

Reporting Period: May 1-31, 2018

Snapshot of Activities		Monthly	Year to Date
Community Outreach			
OPO	Total Community Events and Meetings	4	61
OPOC	Community Outreach / Activities	6	50
Commendations		1	2
Complaints			
	Received Complaints	2	11
	Referred Complaints	3	20
Contacts		189	634
Case Review			
	Request for Further Clarification	1	3
	Investigations Certified / Concurred	1	8
	Closed Investigations	0	1
	Declined Certifications	0	1
	Special Cases Reviewed	20	76
Interviews			
	OPO Interviews	26	68
	IA Interviews	15	61
Training		4	14
Critical Incidents		0	1 ¹
Mediations		0	1
	Conducted	0	0
	Declined	0	1
Recommendations		0	3
Other Activities			
SPD Related	Meetings / Contacts	30	113
	Review Boards	5	21

¹ Critical incident in March was counted twice. This is now corrected.

1. **Community Outreach**
 - a. Community Events
 - i. Community Assembly (5/3)
 - ii. PSCHS Meeting (5/7)
 - iii. OPOC meeting (5/15)
 - iv. Rise for Justice (5/16)
 - b. Other
 - i. Leadership Spokane, Waste Water Treatment Tour (5/10)
 - ii. Leadership Spokane, Kalispell Reservation Tour (5/17)
 - iii. Anne-Marie Frohnhoefer, with SCAR (5/22)
2. **OPOC Actions** – Commissioners attended the following events, some events were attended by multiple Commissioners:
 - a. SPD Citizens Academy (5/2)
 - b. Northwest C.O.P.S Taco Feed/Silent Auction (5/5)
 - c. Community Conversation with Sheriff Knezovich(5/7)
 - d. Leadership Prayer Breakfast – Leadership Northwest (5/11)
 - e. SPD Citizens Academy OPO Presentation (5/16)
 - f. Search and Seizure Webinar – NACOLE (5/23)
3. **Commendations / Complaints**
 - a. **Received**
 - i. **OPO 18-13-** Vehicle Prowling, contacted CrimeCheck to request assistance. He was given a Case # and an officer that he should follow up with. He called the officer 5 times and left voicemails and did not receive a call back.
 - ii. **OPO 18-14-** Commendation Letter for Officer Spring
 - iii. **OPO 18-15-** Inadequate Response, Vehicle Accident reported by 2 citizens both requested an officer to come out for a report. Was told by 911 that they would not send them out because there was no injury and they weren't blocking traffic.
 - b. **Referred**
 - i. **ER #18-18-** Complaint referred to the Lincoln County Sheriff
 - ii. **IR #18-19-** Requesting assistance to get video of stolen credit card user. Referred to IA
 - iii. **IR #18-20-** Requesting assistance to obtain an assault video.
4. **Case Review**
 - a. C18-009 / OPO #18-07 – Certified
 - b. C18-028 / OPO #18-13– Request for Further Clarification/Classification Change
5. **Special Cases Reviewed**
 - i. 6 Use of Force
 - ii. 6 Pursuit
 - iii. 6 Collision
 - iv. 2 K9 Deployment

6. Training

- a. Reserve Academy (Ongoing)
- b. Citizens Academy (5/2, 5/16 & 5/23)
- c. Building Community Trust using Police Data & Dashboards Webinar(5/24)
- d. In Service Training with SPD (5/25)

7. Other Activities

- a. OPO staff members participated/engaged in the following other activities:
 - i. OPOC Flights for NACOLE Secured (5/23)
 - ii. OPOC FB & Twitter accounts active (5/24)
 - iii. Police Strategies Contract procured (5/24)
 - iv. Register for IACP (5/30)
 - v. Budget Briefing Papers for 2019 (5/30)
 - vi. Luvimae accepted for the Leadership Spokane Class 2019 (5/30)
- b. SPD related
 - i. **19** meetings/contacts with IA
 - ii. **30** meetings/contacts with SPD
 - iii. Use of Force Review Board (5/8)
 - iv. Collision and Pursuit Review Board (5/8)
 - v. Deadly Force Review Board (5/14)
 - vi. Use of Force Policy Reform Committee (5/30)
- c. Met with/had contact with OPO Commissioners/Staff:
 - i. Commissioner Wilburn on 5/1
 - ii. Commissioner Kelley on 5/8
 - iii. Commissioner Rose on 5/8
 - iv. Commissioner Smith on 5/15
 - v. Commissioner Wilburn on 5/23
- d. Met with/had contact with City Council members/staff:
 - i. Council Member Stratton 5/8

8. Next Steps

- a. Use of Force Round Table
- b. Police Ombudsman on Vacation from June 17th- July 6th.



Office of the Police Ombudsman

808 W. Spokane Falls Blvd.
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July 10, 2018

Public Safety & Community Health Committee Report

Reporting Period: June 1-30, 2018

Snapshot of Activities		Monthly	Year to Date
Community Outreach			
OPO	Total Community Events and Meetings	3	64
OPOC	Community Outreach / Activities	4	54
Commendations		1	2
Complaints			
	Received Complaints	8	19
	Referred Complaints	1	21
Contacts		125	759
Case Review			
	Request for Further Clarification	0	3
	Investigations Certified / Concurred	1	9
	Closed Investigations	0	1
	Declined Certifications	0	1
	Special Cases Reviewed	6	82
Interviews			
	OPO Interviews	22	90
	IA Interviews	3	64
Training		7	21
Critical Incidents		0	1 ¹
Mediations		0	1
	Conducted	0	0
	Declined	0	1
Recommendations		0	3
Other Activities			
SPD Related	Meetings / Contacts	29	142
	Review Boards	2	23

¹ Critical incident in March was counted twice. This is now corrected.

1. Community Outreach

a. Community Events

- i. SPD Community Appreciation Day @ SCC (6/9)
- ii. OPOC Meeting (6/12)
- iii. Special Olympics Torch Run (6/27)

b. Other

- i. PSCHS (6/4)
- ii. SPD Reserve Academy Graduation (6/9)
- iii. Quarterly PAC (6/21)
- iv. NACOLE Executive Directors Strategy Session (6/29)

OPOC Actions – Commissioners attended the following events, some events were attended by multiple Commissioners:

- c. Northwest Prayer Breakfast (6/7)
- d. OPOC Meeting (6/12)
- e. Quarterly PAC (6/21)
- f. NACOLE Regional Training (6/27)

2. Commendations / Complaints

a. **Received**

- i. **OPO 18-06-** Property Crime, squatters and violence on citizen's property. He continues to call Crime Check and receives an inadequate response from the SPD or has demeanor concerns when they do arrive
- ii. **OPO 18-12-** Anonymous complaint regarding an assault that occurred at the Amtrak Station. When SPD responded they treated him like he was drunk.
- iii. **OPO 18-16-** Inadequate Response - Property Crime, took over 6 hours before officer arrived. Officer gave case number but wasn't willing to speak to neighbors who witnessed the individual.
- iv. **OPO 18-17-** Inadequate response - Property Crime, landlord's property has experience repeated break-ins and prowling. They contact 911, and Crime Check numerous times but police never show up.
- v. **OPO 18-18-** Wrongful Exercise of Authority, complainant felt they were set up and interrogated during a meeting that was assumed to be one thing and turned out to be something different.
- vi. **OPO 18-20-** Biased Policing, an altercation involving 10 plus people, only 1 person was arrested. The person who was arrested has a felony record and their family continue to be the victims of taunts and threats.
- vii. **OPO 18-21-** Inadequate Response/Demeanor complainant has filed numerous complaints regarding bullying against her and her son. There has been little to no follow up and was belittled when she asked about the lack of follow up
- viii. **OPO 18-22-** Demeanor, complainant had a mental health crisis, requested his medication and was denied, was taken to the hospital forcibly.

- b. **Referred**
 - i. **IR 18-21-** Requesting assistance to get video of stolen credit card user.
Referred to IA
 - ii. **IR 18-22-** Referred to NRO after complaint OPO 18-17 is investigated
- 3. **Case Review**
 - a. C18-028 / OPO #18-13 – Investigation Certified/Concurred
- 4. **Special Cases Reviewed**
 - i. 2 Use of Force
 - ii. 0 Pursuit
 - iii. 3 Collision
 - iv. 1 K9 Deployment
- 5. **Training**
 - a. Reserve Academy (6/2)
 - b. Daigle Law Group IA Investigations: Conducting Proper & Effective Investigations (6/3-6/8) Attended by Bart Logue
 - c. Daigle Law Group IA Investigations: Conducting Proper & Effective Investigations (6/18-6/22) Attended by Luvimae Omana
 - d. KnowBe4 (6/19)
 - e. Business Writing for Results (6/21)
- 6. **Other Activities**
 - a. OPO staff members participated/engaged in the following other activities:
 - i. Bart Logue on vacation (6/17-7/9)
 - ii. NACOLE Annual Award Nominations (6/7)
 - iii. Support letters drafted for CM Beggs Ordinance (6/13)
 - iv. Social Media effectiveness training (6/19)
 - v. Review of Daigle publication on Tactical Operations Liability (6/25)
 - b. SPD related
 - i. 12 meetings/contacts with IA
 - ii. 29 meetings/contacts with SPD
 - iii. Deadly Force Review Board (6/7)
 - iv. Quarterly PAC (6/21)
 - c. Met with/had contact with OPO Commissioners/Staff:
 - i. Commissioner Kelley on 6/7
 - ii. Commissioner Smith on 6/11
 - iii. Commissioner Smith on 6/12
 - iv. OPOC Legal on 6/12
 - v. Commissioner Rose on 6/13
 - vi. Commissioner Smith on 6/13
 - vii. Commissioner Wilburn on 6/19
 - d. Met with/had contact with City Council members/staff:
 - i. Council Member Fagan 6/5
 - ii. Council Member Stratton 6/5
 - iii. Council Member Stratton 6/11

iv. Council Member Beggs 6/13

7. Next Steps

- a. Use of Force Round Table update
- b. Summer Outreach

Briefing Paper (Committee Name)

Division & Department:	Police Department / Traffic Unit
Subject:	Photo Red / Speed
Date:	June 15, 2018
Contact (email & phone):	Craig Bulkley 835-4565 cbulkley@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<p><u>Background/History:</u> Report for Public Safety meeting July 2018. Statistic for Photo Speed / Red for the time frame of April 15, 2018 thru May 14, 2018</p>	
<p><u>Executive Summary:</u> Photo RED</p> <ul style="list-style-type: none"> • There were 1,520 violations on the photo red system from April 15 thru May 14, 2018. That is 170 violations less than we had for the same time period in 2017. • Hamilton and Mission were the highest with 302 violations. • Freya and Third was the second highest with 269 violations. • Thor and Second was the third highest with 178 violations. <p>Summary: Photo Speed This report is for April 15 thru May 14th, 2018.</p> <ul style="list-style-type: none"> • There were 981 speed violation for this time span. This compared to 926 violations last year. • Longfellow elementary had 716 violations while Finch elementary had 265 violations. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper (Committee Name)

Division & Department:	Police Department / Traffic Unit
Subject:	Photo Red / Speed
Date:	June 15, 2018
Contact (email & phone):	Craig Bulkley 835-4565 cbulkley@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<p>Background/History: Report for Public Safety meeting July 2018.</p> <p>Statistic for Photo Speed / Red for the time frame of May 15, 2018 thru June 15, 2018</p>	
<p>Executive Summary: Photo RED</p> <ul style="list-style-type: none"> • There were 1,518 violations on the photo red system from May 15 thru June 15, 2018. That is 155 violations more than we had for the same time period in 2017. • Freya and Third was the second highest with 263 violations. • Thor and Second was the third highest with 209 violations. • Hamilton and Mission were the highest with 186 violations. <p>Summary: Photo Speed This report is for May 15th thru June 15th, 2018.</p> <ul style="list-style-type: none"> • There were 1,204 speed violation for this time span. This compared to 965 violations last year. • Longfellow elementary had 891 violations while Finch elementary had 313 violations. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Sit and Lie Arrests (Redacted)

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

[REDACTED]	[REDACTED]	7/13/2014	15:20	Cite/Release
[REDACTED]	[REDACTED]	7/26/2014	22:56	Cite/Release
[REDACTED]	[REDACTED]	8/22/2014	18:36	Cite/Release
[REDACTED]	[REDACTED]	8/29/2014	18:51	Cite/Release
[REDACTED]	[REDACTED]	9/2/2014	16:30	Cite/Release
[REDACTED]	[REDACTED]	9/8/2014	12:30	Cite/Release
[REDACTED]	[REDACTED]	9/9/2014	17:15	Cite/Release
[REDACTED]	[REDACTED]	9/9/2014	17:10	Cite/Release
[REDACTED]	[REDACTED]	9/9/2014	17:10	Booked
[REDACTED]	[REDACTED]	9/16/2014	21:02	Cite/Release
[REDACTED]	[REDACTED]	9/29/2014	19:39	Cite/Release
[REDACTED]	[REDACTED]	10/28/2014	11:04	Cite/Release
[REDACTED]	[REDACTED]	2/11/2015	12:16	Booked
[REDACTED]	[REDACTED]	3/2/2015	16:10	Cite/Release
[REDACTED]	[REDACTED]	3/2/2015	16:10	Cite/Release
[REDACTED]	[REDACTED]	3/7/2015	14:25	Booked
[REDACTED]	[REDACTED]	3/22/2015	12:48	Cite/Release
[REDACTED]	[REDACTED]	5/19/2105	9:00	Booked
[REDACTED]	[REDACTED]	5/19/2015	9:00	Booked
[REDACTED]	[REDACTED]	5/31/2015	13:21	Cite/Release
[REDACTED]	[REDACTED]	6/1/2015	15:18	Cite/Release
[REDACTED]	[REDACTED]	6/7/2015	15:52	Cite/Release
[REDACTED]	[REDACTED]	6/10/2015	11:38	Cite/Release
[REDACTED]	[REDACTED]	6/17/2015	12:04	Booked
[REDACTED]	[REDACTED]	6/18/2015	15:15	Cite/Release
[REDACTED]	[REDACTED]	6/25/2015	17:18	Booked
[REDACTED]	[REDACTED]	8/1/2015	15:42	Cite/Release
[REDACTED]	[REDACTED]	8/17/2015	12:46	Booked
[REDACTED]	[REDACTED]	8/22/2015	17:54	Cite/Release
[REDACTED]	[REDACTED]	8/25/2015	14:16	Cite/Release
[REDACTED]	[REDACTED]	9/20/2015	18:54	Cite/Release
[REDACTED]	[REDACTED]	9/21/2015	15:21	Cite/Release
[REDACTED]	[REDACTED]	9/21/2015	15:21	Cite/Release
[REDACTED]	[REDACTED]	9/22/2015	10:51	Cite/Release
[REDACTED]	[REDACTED]	10/3/2015	16:45	Cite/Release
[REDACTED]	[REDACTED]	10/11/2015	13:21	Cite/Release
[REDACTED]	[REDACTED]	10/18/2015	8:28	Cite/Release
[REDACTED]	[REDACTED]	1/1/2016	11:25	Cite/Release
[REDACTED]	[REDACTED]	2/16/2016	12:43	Cite/Release
[REDACTED]	[REDACTED]	3/2/2016	16:20	Cite/Release
[REDACTED]	[REDACTED]	3/11/2016	13:17	Cite/Release

[REDACTED]	[REDACTED]	4/18/2016	13:03	Cite/Release
[REDACTED]	[REDACTED]	5/18/2016	12:38	Cite/Release
[REDACTED]	[REDACTED]	5/18/2016	12:30	Cite/Release
[REDACTED]	[REDACTED]	6/25/2016	7:44	Cite/Release
[REDACTED]	[REDACTED]	7/11/2016	14:15	Cite/Release
[REDACTED]	[REDACTED]	7/23/2016	12:33	Cite/Release
[REDACTED]	[REDACTED]	8/1/2016	14:00	Cite/Release
[REDACTED]	[REDACTED]	8/19/2016	7:15	Cite/Release
[REDACTED]	[REDACTED]	8/23/2016	17:36	Cite/Release
[REDACTED]	[REDACTED]	8/28/2016	16:15	Cite/Release
[REDACTED]	[REDACTED]	8/28/2016	16:15	Cite/Release
[REDACTED]	[REDACTED]	9/26/2016	11:11	Cite/Release
[REDACTED]	[REDACTED]	10/21/2016	13:33	Cite/Release
[REDACTED]	[REDACTED]	10/24/2016	7:45	Cite/Release
[REDACTED]	[REDACTED]	11/21/2016	9:54	Cite/Release
[REDACTED]	[REDACTED]	12/10/2016	13:15	Booked
[REDACTED]	[REDACTED]	12/28/2016	9:13	Cite/Release
[REDACTED]	[REDACTED]	12/28/2016	9:13	Cite/Release
[REDACTED]	[REDACTED]	12/28/2016	14:33	Cite/Release
[REDACTED]	[REDACTED]	12/29/2016	8:58	Cite/Release
[REDACTED]	[REDACTED]	2/2/2017	7:42	Booked
[REDACTED]	[REDACTED]	4/9/17	7:59	Cite/Release
[REDACTED]	[REDACTED]	7-8-17	1144	Cite/Release
[REDACTED]	[REDACTED]	8-1-17	1508	Cite/Release
[REDACTED]	[REDACTED]	8-16-17	0944	Booked
[REDACTED]	[REDACTED]	8-22-17	1247	Booked
[REDACTED]	[REDACTED]	8-29-17	0739	Booked
[REDACTED]	[REDACTED]	9-24-17	1535	Booked
[REDACTED]	[REDACTED]	9-27-17	0911	Cite/Release
[REDACTED]	[REDACTED]	9-29-17	1743	Booked
[REDACTED]	[REDACTED]	9-30-17	0930	Booked
[REDACTED]	[REDACTED]	10-12-17	1435	Cite/Release
[REDACTED]	[REDACTED]	10-12-17	1438	Cite/Release
[REDACTED]	[REDACTED]	10-16-17	1142	Booked
[REDACTED]	[REDACTED]	10-9-17	1139	Cite/Release
[REDACTED]	[REDACTED]	10/7/17	1532	Cite/Release
[REDACTED]	[REDACTED]	10/18/17	0914	Booked
[REDACTED]	[REDACTED]	10/17/17	0904	Cite/Release
[REDACTED]	[REDACTED]	10/18/17	1232	Booked
[REDACTED]	[REDACTED]	10/20/17	0703	Cite/Release
[REDACTED]	[REDACTED]	10/3/17	0748	Booked

		10/21/17	0742	Booked
		10/23/17	0812	Booked
		10/27/17	1919	Cite/Release
		10/28/17	1007	Cite/Release
		10/29/17	0722	Cite/Release
		10/29/17	0744	Booked
		10/29/17	1415	Cite/Release
		11/2/17	0835	Cite/Release
		11/4/17	1016	Cite/Release

		11/4/17	1037	Cite/Release
		11/4/17	1153	Cite/Release
		11/15/17	0938	Cite/Release
		11/17/17	1023	Booked
		11/17/17	1029	Booked
		11/19/17	0958	Cite/Release

		11-22-17	1023	Cite
		11-22-17	1041	Cite
		11-23-17	0711	Cite
		11-23-17	0721	Cite
		11-23-17	0854	Cite
		11-23-17	0856	Cite
		11-23-17	0858	Cite
		11-23-17	1001	Cite
		11-23-17	1007	Booked
		11-24-17	1054	Cite
		12-1-17	1106	Cite
		12-2-17	0918	Cite
		12-3-17	1230	Cite
		12-4-17	0920	Cite
		12-5-17	1149	Cite
		12-8-17	1207	Cite
		12-9-17	0812	Cite
		12-13-17	0810	Cite
		12-13-17	0917	Booked
		12-13-17	1541	Cite
		12-14-17	0914	Cite
		12-21-17	1028	Cite
		12-23-17	1138	Cite
		12-29-17	0920	Cite
		12-29-17	1737	Cite

		12-30-17	1003	Cite
		12-30-17	1658	Cite
		1-1-18	1357	Cite
		1-1-18	1408	Cite
		1-1-18	1417	Cite
		1-4-18	0836	Cite
		1-4-18	0841	Cite
		1-5-18	0805	Cite
		1-5-18	1040	Cite
		1-8-18	1010	Cite
		1-8-18	1152	Cite
		1-9-18	0947	Cite
		1-11-18	1017	Cite
		1-13-18	0725	Cite
		1-13-18	0731	Cite
		1-13-18	0738	Cite
		1-14-18	0815	Cite
		1-18-18	1008	Cite
		1-18-18	1021	Cite
		1-21-18	1404	Cite
		1-25-18	1222	Cite
		1-30-18	0914	Cite
		1-31-18	1413	Cite
		1-31-18	1421	Cite
		2-1-18	0848	Cite
		2-3-18	1319	Cite
		2-3-18	1330	Cite
		2-3-18	1442	Cite
		2-4-18	1613	Cite
		2-5-18	0735	Cite
		2-5-18	0746	Cite
		2-5-18	0858	Cite
		2-5-18	1034	Cite
		2-5-18	1123	Cite
		2-5-18	1348	Cite
		2-5-18	1418	Cite
		2-6-18	1131	Cite
		2-7-18	0734	Cite
		2-7-18	0936	Cite
		2-8-18	0906	Cite
		2-8-18	0908	Cite

[REDACTED]	[REDACTED]	2-15-18	1212	Cite
[REDACTED]	[REDACTED]	2-23-18	0911	Cite
[REDACTED]	[REDACTED]	2-24-18	1340	Cite
[REDACTED]	[REDACTED]	2-26-18	0739	Cite
[REDACTED]	[REDACTED]	2-26-18	0742	Cite
[REDACTED]	[REDACTED]	2-26-18	0801	Cite
[REDACTED]	[REDACTED]	2-26-18	0905	Cite
[REDACTED]	[REDACTED]	2-26-18	1222	Cite
[REDACTED]	[REDACTED]	2-26-18	1413	Cite
[REDACTED]	[REDACTED]	3-3-18	1532	Cite
[REDACTED]	[REDACTED]	3-3-18	1533	Cite
[REDACTED]	[REDACTED]	3-5-18	1224	Cite
[REDACTED]	[REDACTED]	3-14-18	1517	Cite
[REDACTED]	[REDACTED]	3-18-18	0917	Cite
[REDACTED]	[REDACTED]	3-18-18	1052	Cite
[REDACTED]	[REDACTED]	3-24-18	0911	Cite
[REDACTED]	[REDACTED]	3-29-18	1336	Cite
[REDACTED]	[REDACTED]	3-30-18	0921	Cite
[REDACTED]	[REDACTED]	3-30-18	0923	Cite
[REDACTED]	[REDACTED]	4-1-18	0729	Cite
[REDACTED]	[REDACTED]	4-2-18	0735	Cite
[REDACTED]	[REDACTED]	4-2-18	0757	Cite
[REDACTED]	[REDACTED]	4-2-18	1117	Cite
[REDACTED]	[REDACTED]	4-2-18	1207	Cite
[REDACTED]	[REDACTED]	4-5-18	1830	Cite
[REDACTED]	[REDACTED]	4-6-18	0728	Cite
[REDACTED]	[REDACTED]	4-7-18	0730	Cite
[REDACTED]	[REDACTED]	4-7-18	0732	Cite
[REDACTED]	[REDACTED]	4-12-18	0911	Cite
[REDACTED]	[REDACTED]	4-12-18	1610	Cite
[REDACTED]	[REDACTED]	4-13-18	1430	Booked
[REDACTED]	[REDACTED]	4-14-18	1157	Cite
[REDACTED]	[REDACTED]	4-21-18	1142	Cite
[REDACTED]	[REDACTED]	4-21-18	1148	Cite
[REDACTED]	[REDACTED]	4-25-18	0806	Cite
[REDACTED]	[REDACTED]	4-25-18	0934	Cite
[REDACTED]	[REDACTED]	4-26-18	1201	Booked
[REDACTED]	[REDACTED]	4-27-18	1227	Cite
[REDACTED]	[REDACTED]	4-27-18	1438	Cite
[REDACTED]	[REDACTED]	4-30-18	1054	Cite
[REDACTED]	[REDACTED]	5-1-18	0926	Cite

[REDACTED]	[REDACTED]	5-1-18	0930	Booked
[REDACTED]	[REDACTED]	5-2-18	0927	Cite
[REDACTED]	[REDACTED]	5-2-18	0929	Cite
[REDACTED]	[REDACTED]	5-3-18	0920	Cite
[REDACTED]	[REDACTED]	5-3-18	0922	Cite
[REDACTED]	[REDACTED]	5-3-18	0937	Cite
[REDACTED]	[REDACTED]	5-3-18	1655	Booked
[REDACTED]	[REDACTED]	5-5-18	0844	Cite
[REDACTED]	[REDACTED]	5-8-18	0843	Cite
[REDACTED]	[REDACTED]	5-8-18	1200	Booked
[REDACTED]	[REDACTED]	5-9-18	0958	Cite
[REDACTED]	[REDACTED]	5-10-18	0909	Cite
[REDACTED]	[REDACTED]	5-12-18	0912	Cite
[REDACTED]	[REDACTED]	5-12-18	1231	Cite
[REDACTED]	[REDACTED]	5-13-18	0945	Cite
[REDACTED]	[REDACTED]	5-16-18	1144	Cite
[REDACTED]	[REDACTED]	5-19-18	1054	Cite
[REDACTED]	[REDACTED]	5-20-18	0917	Cite
[REDACTED]	[REDACTED]	5-20-18	0940	Cite
[REDACTED]	[REDACTED]	5-20-18	1129	Cite
[REDACTED]	[REDACTED]	5-20-18	1736	Cite
[REDACTED]	[REDACTED]	5-22-18	1013	Cite
[REDACTED]	[REDACTED]	5-22-18	1015	Cite
[REDACTED]	[REDACTED]	5-22-18	1201	Cite
[REDACTED]	[REDACTED]	5-26-18	1012	Cite
[REDACTED]	[REDACTED]	5-26-18	1130	Cite
[REDACTED]	[REDACTED]	5-27-18	1016	Booked
[REDACTED]	[REDACTED]	5-28-18	1005	Cite
[REDACTED]	[REDACTED]	5-28-18	1256	Cite
[REDACTED]	[REDACTED]	5-28-18	1354	Cite
[REDACTED]	[REDACTED]	5-29-18	0941	Cite
[REDACTED]	[REDACTED]	6-1-18	0738	Cite
[REDACTED]	[REDACTED]	6-1-18	0923	Cite
[REDACTED]	[REDACTED]	6-1-18	0926	Cite
[REDACTED]	[REDACTED]	6-10-18	0947	Cite
[REDACTED]	[REDACTED]	6-15-18	0952	Cite
[REDACTED]	[REDACTED]	6-16-18	1207	Cite
[REDACTED]	[REDACTED]	6-16-18	1426	Cite
[REDACTED]	[REDACTED]	6-18-18	1057	Cite
[REDACTED]	[REDACTED]	6-18-18	1059	Cite
[REDACTED]	[REDACTED]	6-21-18	0754	Cite

			6-21-18	0800	Cite
			6-24-18	1221	Booked

Sit and Lie Arrests (Redacted)

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

[REDACTED]	[REDACTED]	7/13/2014	15:20	Cite/Release
[REDACTED]	[REDACTED]	7/26/2014	22:56	Cite/Release
[REDACTED]	[REDACTED]	8/22/2014	18:36	Cite/Release
[REDACTED]	[REDACTED]	8/29/2014	18:51	Cite/Release
[REDACTED]	[REDACTED]	9/2/2014	16:30	Cite/Release
[REDACTED]	[REDACTED]	9/8/2014	12:30	Cite/Release
[REDACTED]	[REDACTED]	9/9/2014	17:15	Cite/Release
[REDACTED]	[REDACTED]	9/9/2014	17:10	Cite/Release
[REDACTED]	[REDACTED]	9/9/2014	17:10	Booked
[REDACTED]	[REDACTED]	9/16/2014	21:02	Cite/Release
[REDACTED]	[REDACTED]	9/29/2014	19:39	Cite/Release
[REDACTED]	[REDACTED]	10/28/2014	11:04	Cite/Release
[REDACTED]	[REDACTED]	2/11/2015	12:16	Booked
[REDACTED]	[REDACTED]	3/2/2015	16:10	Cite/Release
[REDACTED]	[REDACTED]	3/2/2015	16:10	Cite/Release
[REDACTED]	[REDACTED]	3/7/2015	14:25	Booked
[REDACTED]	[REDACTED]	3/22/2015	12:48	Cite/Release
[REDACTED]	[REDACTED]	5/19/2105	9:00	Booked
[REDACTED]	[REDACTED]	5/19/2015	9:00	Booked
[REDACTED]	[REDACTED]	5/31/2015	13:21	Cite/Release
[REDACTED]	[REDACTED]	6/1/2015	15:18	Cite/Release
[REDACTED]	[REDACTED]	6/7/2015	15:52	Cite/Release
[REDACTED]	[REDACTED]	6/10/2015	11:38	Cite/Release
[REDACTED]	[REDACTED]	6/17/2015	12:04	Booked
[REDACTED]	[REDACTED]	6/18/2015	15:15	Cite/Release
[REDACTED]	[REDACTED]	6/25/2015	17:18	Booked
[REDACTED]	[REDACTED]	8/1/2015	15:42	Cite/Release
[REDACTED]	[REDACTED]	8/17/2015	12:46	Booked
[REDACTED]	[REDACTED]	8/22/2015	17:54	Cite/Release
[REDACTED]	[REDACTED]	8/25/2015	14:16	Cite/Release
[REDACTED]	[REDACTED]	9/20/2015	18:54	Cite/Release
[REDACTED]	[REDACTED]	9/21/2015	15:21	Cite/Release
[REDACTED]	[REDACTED]	9/21/2015	15:21	Cite/Release
[REDACTED]	[REDACTED]	9/22/2015	10:51	Cite/Release
[REDACTED]	[REDACTED]	10/3/2015	16:45	Cite/Release
[REDACTED]	[REDACTED]	10/11/2015	13:21	Cite/Release
[REDACTED]	[REDACTED]	10/18/2015	8:28	Cite/Release
[REDACTED]	[REDACTED]	1/1/2016	11:25	Cite/Release
[REDACTED]	[REDACTED]	2/16/2016	12:43	Cite/Release
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[REDACTED]	[REDACTED]	3/11/2016	13:17	Cite/Release

[REDACTED]	[REDACTED]	4/18/2016	13:03	Cite/Release
[REDACTED]	[REDACTED]	5/18/2016	12:38	Cite/Release
[REDACTED]	[REDACTED]	5/18/2016	12:30	Cite/Release
[REDACTED]	[REDACTED]	6/25/2016	7:44	Cite/Release
[REDACTED]	[REDACTED]	7/11/2016	14:15	Cite/Release
[REDACTED]	[REDACTED]	7/23/2016	12:33	Cite/Release
[REDACTED]	[REDACTED]	8/1/2016	14:00	Cite/Release
[REDACTED]	[REDACTED]	8/19/2016	7:15	Cite/Release
[REDACTED]	[REDACTED]	8/23/2016	17:36	Cite/Release
[REDACTED]	[REDACTED]	8/28/2016	16:15	Cite/Release
[REDACTED]	[REDACTED]	8/28/2016	16:15	Cite/Release
[REDACTED]	[REDACTED]	9/26/2016	11:11	Cite/Release
[REDACTED]	[REDACTED]	10/21/2016	13:33	Cite/Release
[REDACTED]	[REDACTED]	10/24/2016	7:45	Cite/Release
[REDACTED]	[REDACTED]	11/21/2016	9:54	Cite/Release
[REDACTED]	[REDACTED]	12/10/2016	13:15	Booked
[REDACTED]	[REDACTED]	12/28/2016	9:13	Cite/Release
[REDACTED]	[REDACTED]	12/28/2016	9:13	Cite/Release
[REDACTED]	[REDACTED]	12/28/2016	14:33	Cite/Release
[REDACTED]	[REDACTED]	12/29/2016	8:58	Cite/Release
[REDACTED]	[REDACTED]	2/2/2017	7:42	Booked
[REDACTED]	[REDACTED]	4/9/17	7:59	Cite/Release
[REDACTED]	[REDACTED]	7-8-17	1144	Cite/Release
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[REDACTED]	[REDACTED]	8-16-17	0944	Booked
[REDACTED]	[REDACTED]	8-22-17	1247	Booked
[REDACTED]	[REDACTED]	8-29-17	0739	Booked
[REDACTED]	[REDACTED]	9-24-17	1535	Booked
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[REDACTED]	[REDACTED]	10-12-17	1435	Cite/Release
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[REDACTED]	[REDACTED]	10-9-17	1139	Cite/Release
[REDACTED]	[REDACTED]	10/7/17	1532	Cite/Release
[REDACTED]	[REDACTED]	10/18/17	0914	Booked
[REDACTED]	[REDACTED]	10/17/17	0904	Cite/Release
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[REDACTED]	[REDACTED]	10/3/17	0748	Booked

		10/21/17	0742	Booked
		10/23/17	0812	Booked
		10/27/17	1919	Cite/Release
		10/28/17	1007	Cite/Release
		10/29/17	0722	Cite/Release
		10/29/17	0744	Booked
		10/29/17	1415	Cite/Release
		11/2/17	0835	Cite/Release
		11/4/17	1016	Cite/Release

		11/4/17	1037	Cite/Release
		11/4/17	1153	Cite/Release
		11/15/17	0938	Cite/Release
		11/17/17	1023	Booked
		11/17/17	1029	Booked
		11/19/17	0958	Cite/Release

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		11-22-17	1041	Cite
		11-23-17	0711	Cite
		11-23-17	0721	Cite
		11-23-17	0854	Cite
		11-23-17	0856	Cite
		11-23-17	0858	Cite
		11-23-17	1001	Cite
		11-23-17	1007	Booked
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		12-2-17	0918	Cite
		12-3-17	1230	Cite
		12-4-17	0920	Cite
		12-5-17	1149	Cite
		12-8-17	1207	Cite
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		12-13-17	0917	Booked
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		1-13-18	0738	Cite
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		2-7-18	0936	Cite
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[REDACTED]	[REDACTED]	3-29-18	1336	Cite
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[REDACTED]	[REDACTED]	5-8-18	1200	Booked
[REDACTED]	[REDACTED]	5-9-18	0958	Cite
[REDACTED]	[REDACTED]	5-10-18	0909	Cite
[REDACTED]	[REDACTED]	5-12-18	0912	Cite
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[REDACTED]	[REDACTED]	5-26-18	1012	Cite
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[REDACTED]	[REDACTED]	6-1-18	0923	Cite
[REDACTED]	[REDACTED]	6-1-18	0926	Cite
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[REDACTED]	[REDACTED]	6-21-18	0754	Cite

[REDACTED]	[REDACTED]	6-21-18	0800	Cite
[REDACTED]	[REDACTED]	6-24-18	1221	Booked
[REDACTED]	[REDACTED]	7-5-18	1122	Cite
[REDACTED]	[REDACTED]	7-5-18	1124	Cite
[REDACTED]	[REDACTED]	7-7-18	0754	Cite
[REDACTED]	[REDACTED]	7-7-18	1100	Cite
[REDACTED]	[REDACTED]	7-11-18	1117	Cite
[REDACTED]	[REDACTED]	7-13-18	0925	Cite
[REDACTED]	[REDACTED]	7-13-18	1049	Cite
[REDACTED]	[REDACTED]	7-13-18	1107	Cite
[REDACTED]	[REDACTED]	7-14-18	1051	Cite
[REDACTED]	[REDACTED]	7-14-18	1150	Cite
[REDACTED]	[REDACTED]	7-15-18	1506	Cite
[REDACTED]	[REDACTED]	7-15-18	1526	Cite



SPOKANE POLICE DIVISION
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
July 2018 Report

Public Safety and Community Health Committee Briefing
July 30, 2018

Public Safety Building • 1100 W. Mallon Avenue • Spokane, Washington 99260-0001





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Selected Excerpts of Officer Commendation Letters

Detective Stacey Carr, I just wish to thank you on all your hard work on closing down that horrible drug house at [location withheld]. We have our neighborhood back—people and kids are back outside and it's nice and peaceful again. I'm not scared. I can open the curtains again. None of us realized how hard you worked. You went all out and we thank you at the bottoms of our hearts. It's so wonderful to have people like you protecting us. Also thanks to **Officer [Shaney] Redmon** for helping.

-Name withheld

I would like to express my most sincere and heartfelt thanks to the Spokane Police Department SWAT members. By the coordination of **Sergeant Jay Kernkamp, Officers Nick Briggs and David Stone** brought the Bearcat and other SWAT equipment to show our students at Meadow Ridge Elementary. These students earned this special reward as part of our weekly school-wide positive behavior support system. Of all of our rewards for this system, your SWAT members created the most powerful and influential reward to date. Students were in awe of the knowledge, technology, courage, bravery, and kindness they were shown. This presentation left a lasting positive impact on many students. As a matter of fact, many of my own first-grade students now tell me they want to be police officers and SWAT team members so that they may help others in our community.

- Emilie McGlocklin

A couple weeks ago, a member of MUV Fitness fell and hurt himself. He was an older gentlemen and I don't know if he had a heart attack or what. Members of MUV Fitness rushed over to help him. Another person who ran over to make sure the situation was going ok was **Detective Lydia Taylor**. She was not on duty but took the time to make sure everything was ok till the ambulance showed up. There were doctors there and others but it was the MUV Fitness staff and your officer who took the time for this man. In a time when people look at the bad, I wanted to take the time to thank your officer, Lydia, for taking the time for this man.

-Jeremy Kiehn

Thank you so much for helping us with our mock crash. We really appreciate you guys taking time out of your day to assist us.

-Lewis and Clark High School leadership





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Internal Affairs Unit Update

January 1 through May 31, 2018 Commendations and Complaints

Commendations Received: **Total: 54**

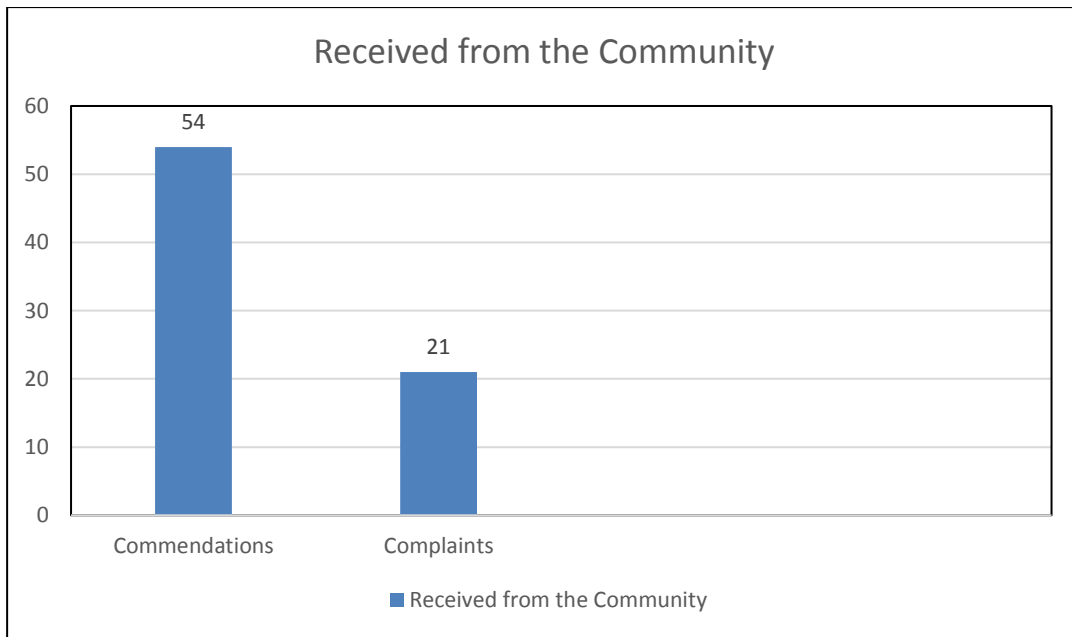
Complaints Received: **Total: 32**

Closed Out as Inquiries: 1 (As of May 31, 2018)

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

Source of 2018 Complaints*

Received by the Office of Police Ombudsman	Total: 11
Received by the Spokane Police Department	Total: 21
Internally Generated by the SPD	Total: 11
Generated by the Community	Total: 21





SPOKANE POLICE DIVISION

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Prior Year Complaint Totals, 2013-2017

- 2013: 204 Complaints (87 were inquiries)
- 2014: 169 Complaints (101 were inquiries)
- 2015: 109 Complaints (72 were inquiries)
- 2016: 78 Complaints (20 were inquiries)
- 2017: 66 Complaints (12 were inquiries)

Complaints have reduced by 68% since 2013.

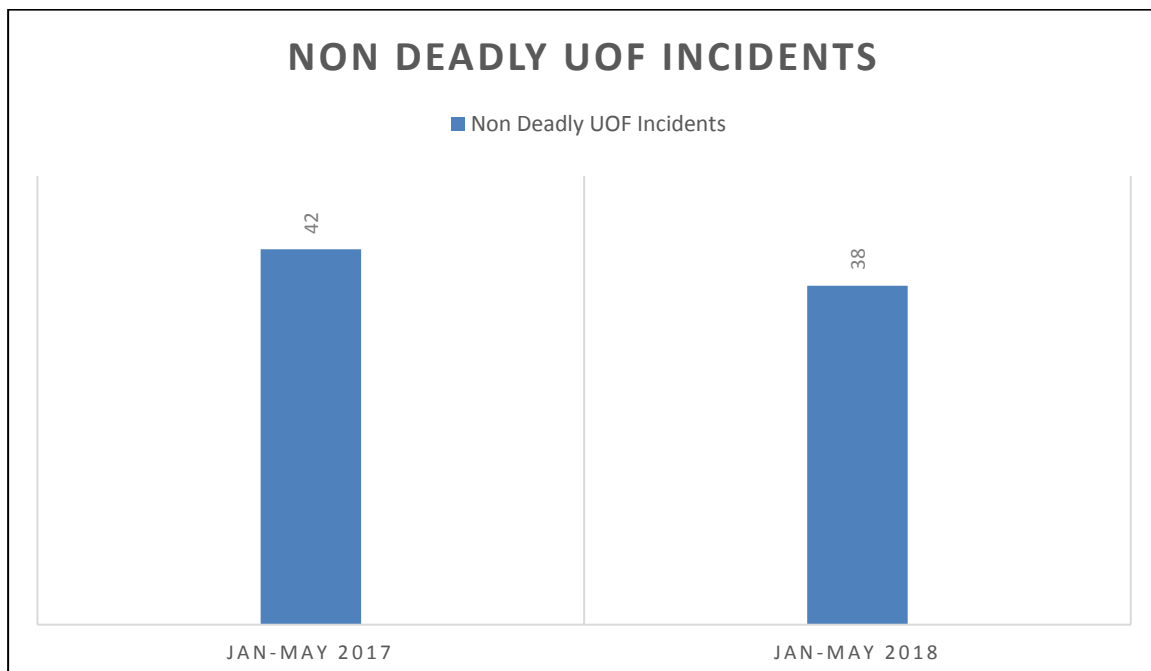
Use of Force Update

2018 Non-Deadly Reportable Use of Force Incidents

From January 1-May 31, 2018, there were 38 non-deadly use of force incidents, including 8 K9 contacts and 30 other (e.g., TASER, neck restraint). In 2017 during this period, there were 42 non-deadly use of force incidents.

2018 Deadly Use of Force Incidents

From January 1-May 31, 2018, there was one deadly force incident. In 2017 during this period, there was one deadly use of force incident.





SPOKANE POLICE DIVISION

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Officer-Involved Shooting Incidents Update (through May 31, 2018)

2018

Incident 2018-20045627 (Under SIRR investigation)

Incident 2018-20045627 occurred on March 12, 2018, in the 5300 block of North Regal. The Spokane Investigative Regional Response Team (SIRR) is currently investigating.

2017

Incident 2017-20185893 (Deadly Force Review Board just completed)

Incident 2017-20185893 took place on 9/18/2017, in the area of Monroe/Sinto. The 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 underwent a Deadly Force Review Board and will be closed out soon.

Incident 2017-20197756 (Under SPD Administrative investigation)

Incident 2017-20197756 took place on 10/4/2017, in the 2300 block of West Wellesley. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is ongoing.

Incident 2017-20235296 (Under SPD Administrative investigation)

Incident 2017-20235296 took place on 11/28/2017 in the 2900 block of East Rowan. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is ongoing.

Incident 2017-20253538 (Under SPD Administrative investigation)

Incident 2017-20253538 took place on 12/26/2017 in the area of Monroe/Sharp. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is ongoing.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Items of Interest

The East Sprague Targeted Investment Pilot Initiative Receives 2018 Governor's Smart Communities Award
On May 24, 2018, Governor Jay Inslee announced winners of the 2018 Smart Communities Awards. Now in its 13th year, the program recognizes achievements by local leaders who promote smart growth planning and projects that contribute to thriving communities, a prosperous economy, and sustainable infrastructure in Washington State. SPD Captain Dave Richards was heavily involved in the project.

Developed in partnership with the Spokane Regional Health District, Community Frameworks, East Spokane Business Association, Spokane Police Department, City of Spokane Planning & Development Services, and other partners, the East Sprague Targeted Investment Pilot Initiative is a targeted investment initiative for housing, public infrastructure and safety, leading to increased private investment and measureable long-term vitality. The collaborative initiative represents an innovative new strategy for public and private investment, recognizing that investment in the public right-of-way is not enough to influence quality of life factors that encourage, create and support truly vibrant neighborhoods and business districts. This partnership model is replicable in most communities, and demonstrates effective prioritizing practices, high-quality design, and sustainable principles. SPD is proud to have worked with partners on the East Sprague Targeted Investment Pilot Initiative

2018 Law Enforcement Memorial

Pictured below are Sheriff Knezovich and Chief Meidl at the 2018 memorial ceremony.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Precinct Highlights

North Precinct Highlights

District 1 City Park CPTED (Crime Prevention Through Environmental Design)

Officer Sandi McIntyre is the North Precinct Desk Officer and Liaison with the Northeast Community Court. She is also the lead CPTED Officer on the North Side. Sandi's summer project for 2018 is to complete CPTED reviews on all District 1 City Parks. This project will take a few months to complete. We hope the Parks Department can use her reviews to improve public safety and reduce crime in and around our District 1 Parks, and that we can implement simple lower cost suggestions this year. Some of the more involved proposals may have to be implemented in 2019 and beyond. Many residents, businesses, and City departments over that last few years have utilized SPD CPTED recommendations to deter crime.



Above: NRO Dale Wells and PAL participants in 2017

The North Precinct will also be joining the Spokane Police Activities League (PAL) this summer. The program will begin as soon as school gets out and is a perfect opportunity for the Neighborhood Resource Officers (NROs) to connect with the children in their neighborhoods. From June 26-July 31, the three Northwest NROs will be involved with West Central PAL at AM Cannon Park on Tuesdays. The three Northeast NROs will be involved with Hillyard Neighborhood PAL at Salk Middle School from 11:30 to 2:30 from June 27 through August 1. They will all attend the Final Celebration BBQ on August 2 at Liberty Park from 11:30 to 2:30.

South Precinct Highlights

Potluck Picnic in the Park

South Precinct officers attended the Potluck Picnic in the Park hosted by the Cliff/Cannon Neighborhood Council and Lower South Hill Neighborhood Watch. The event took place on June 14 at the Polly Judd Park.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Coffee with a Cop

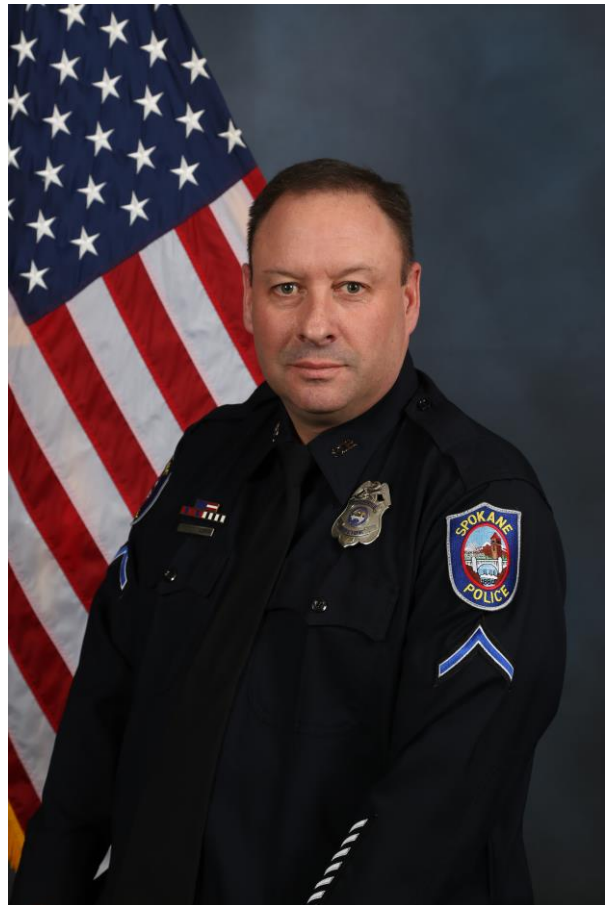
The South Precinct will be hosting a “Coffee with a Cop” event at Manito Park on June 26, 2018 from 11 am-1 pm.

South Precinct Neighborhood Resource Officer Tim Ottmar Awarded as SPD Employee of the Quarter

Employee of the Quarter nominations are based on either a specific act of unusual meritorious service, a specific project of significance to the community, City, or Department, or sustained superior performance of assigned duties. Captain Tracie Meidl nominated NRO Tim Ottmar with the following letter:

Captain Meidl wrote, “Tim is an exemplary employee and has mastered the ability to be multi-faceted in his work. He consistently goes above and beyond the work asked of him, both internally and externally. In his years serving as an NRO, Tim has acquired relationships with homeless outreach workers, resource providers, private and public organizations, city employees, neighborhood council leaders and members, Councilmembers, as well as multiple citizens in the areas he serves. These relationships have provided groundwork to solve crimes, resolve neighborhood concerns, vacate nuisance properties, and build trust between the police department and the community.

“Tim takes pride in his work and recognizes the need to engage the community on a variety of levels. He is able to balance responding to calls for service, returning phone calls, handle homelessness issues, follow up on neighborhood concerns, providing feedback and being a resource to other organizations, along with locating potential area problems on his own. Tim does all of this with a positive and optimistic attitude each and every day he comes to work and has been recognized by commendations and accolades. He is extremely knowledgeable in his field, which led him to assist in training new NRO’s for the department. Along with all of these tasks, he continues to provide help to other officers, volunteers, and employees without hesitation, as well as representing Guild Association members in varying capacities.”





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Downtown Precinct Highlights

Training Highlights

- Downtown Neighborhood Resource Officer McCasland attended a national DOJ conference in Ft. Worth, TX with WSU personnel regarding decreasing violence against women on campus.
- Several Downtown Precinct NROs attended additional Enhanced Crisis Intervention Team (ECIT) training in June.
- Captain Singley attended the national conference on Community Courts with other local Community Court staff hosted in Birmingham by the Center for Courtroom Innovation.

Enhancing Safety

- NROs performed several Crime Prevention through Environmental Design (CPTED) evaluations including a recent one on the main floor of City Hall.
- Downtown Precinct staff met with management at the new Nike Store prior to their June 14 Grand Opening to discuss their operations and tour the facility.
- Downtown Precinct staff continues to work 8-hour enforcement details at the House of Charity monthly.

Outreach Update



Pedaling for Pennies at All Saints

Captain Dave Richards enjoyed attending the “Pedaling for Pennies” annual event at All Saints Catholic School for the Pre-school. Funds collected from their “Pedaling for Pennies” event is donated to the 2nd Harvest Food Bank for the Bite2Go program which helps feed kids over the summer break from school. Captain Richards has helped with this event for the last four years.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Community Outreach Unit Summary

- Procedural Justice presentation at Citizens Academy (5/23)
- School Safety Forum (5/24)
- YPI Hoopfest practice (5/24)
- Shiloh Hills Elementary Carnival (5/29)
- Boy Scout Presentation on Bike Safety (6/5)
- 7 Nations Healing Lodge visit (6/7) –monthly visits will commence in September
- Community Appreciation Day (6/9)
- PRIDE Parade (6/9)
- Filipino American Independence Day Celebration (6/10)
- Bethlehem Slavic Church presentation with Sheriff Knezovich (6/10)
- Meeting with City Councilman Breean Beggs about the PAL program
- World Relief Provider meeting (6/14)
- World Refugee Day (6/16)



Filipino American Independence Day Celebration



SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Spokane Police Activities League Begins June 26!

The Spokane Police Activities League (PAL) program's sixth season begins June 26. PAL engages participating youth in positive athletic and academic programs, including gang and drug intervention and prevention. PAL also bridges the gap between Spokane Police Officers and potential at-risk youth. PAL is being offered at no cost to participants this year. PAL takes place in West Central at AM Cannon Park, in Hillyard at Shaw Middle School, and East Central at Liberty Park. Activities include STEM, Basketball, Track, Baseball, Flag Football, Golf, and Soccer. For more information, please contact Officer Jenn DeRuwe at 509/209.7178 or jderuwe@spokanepolice.org.



Noteworthy News

A citizen helped alert SPD to a dangerous situation described in the two articles listed below. "We really appreciate the community's involvement in this. Without that person calling and making that Facebook post, who knows how long that this could have continued?" said Spokane Police Officer John O'Brien.

Spokane Police arrest driver of stolen box truck after photo showing kids in the back goes viral

<http://www.khq.com/story/38417858/spokane-police-arrest-driver-of-stolen-box-truck-after-photo-showing-kids-in-the-back-goes-viral>

Woman driving through Hillyard spots teenagers in the back of moving truck

<https://www.krem.com/article/news/local/spokane-county/woman-driving-through-hillyard-spots-teenagers-in-the-back-of-moving-truck/293-564129591>



Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Neighborhood Services
Subject:	Animal Control – Code Updates
Date:	
Contact (email & phone):	Tim Szambelan 625-6218 /tszambelan@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Ordinance Amendment
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Consistent Provisions in the Spokane County Code and Spokane Municipal Code relating to Dangerous Dogs Determinations and Registrations.
<p><u>Background/History:</u> The City entered into a regional animal control program with Spokane County that went into effect in January 1, 2014. Dangerous Dog Declarations and Registrations remained in the Spokane Municipal Code. The proposed amendments are necessary so they are the same requirements as in the Spokane County Code.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Ordinance amendments to the Spokane Municipal Code will ensure efficient and consistent enforcement of Dangerous Dog Declarations and Registration Requirements. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

ORDINANCE NO. C - _____

An ordinance relating to animal control and amending SMC sections 10.03.020, 10.03.033.

WHEREAS, the City entered into a regional animal control program with Spokane County that went into effect in January 1, 2014; and,

WHEREAS, with the implementation of the regional animal control system certain changes to the current Spokane Municipal Code need to be amended to operate efficiently for all parties involved;

-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That section 10.03.020 of the Spokane Municipal Code is amended to read as follows:

Chapter 10.03 Offenses Involving Animals

Section 10.03.020 Dangerous Dog Declaration and Registration

- A. When an animal protection officer has probable cause, based upon the officer's records or investigation of an incident, to believe that a dog is a dangerous dog, the officer declares the dog to be a dangerous dog by the issuance of a dangerous dog declaration.
- B. Upon issuance of the dangerous dog declaration, the animal protection officer shall immediately confiscate the dog and place the dog in the animal control authority's custody pending final disposition. For the purposes of the City Code, "owner and keeper" has the same definition as the "owner, handler, or keeper as definition in SCC 5.04.020 (17).
 1. The animal protection officer serves the owner or keeper of the dog with notice of the dangerous dog declaration either in person or by regular and certified mail, return receipt requested.
 2. Service, if by mail, shall be considered completed three (3) days after mailing of the notice.
 3. The notice shall state:
 - a. The person receiving the notice is the owner or keeper of a dangerous dog as defined in SCC 5.04.020 (9).
 - b. The breed, color, sex, and license number (if known) of the dog;
 - c. A copy of the records relied upon by the director that forms the basis for declaring the dog to be a dangerous dog; which records

may be supplemented with additional information as it becomes available;

- d. That receipt of the notice renders final the declaration of dangerous dog unless the owner or keeper of the dog submits a request for an administrative appeal hearing before the city hearing examiner in writing to the director on a form provided with the notice within fifteen (15) days of the receipt of the notice;
 - e. If an appeal hearing is requested, such appeal will be held and adjudicated pursuant to the requirements set out in this chapter:
 - i. that at the hearing the records of the director and any supplementary material shall be admissible to prove the dog is a dangerous dog;
 - ii. that the owner or keeper of the dog may upon request require the officer compiling the record or alternatively an officer with personal knowledge of the record to be present at the hearing, unless such officer is unavailable;
 - iii. that the owner or keeper of the dog, and the director, may call witnesses, present evidence, examine witnesses present, and be represented by counsel at the hearing; and,
 - iv. that the burden shall be on the director to establish by a preponderance of evidence that the dog is a dangerous dog.
 - f. A statement that the dog is subject to registration and controls required by this chapter; and,
 - g. An explanation of the owner's or keeper's rights and the proper procedure to appeal the declaration.
- C. No owner or keeper may keep a dangerous dog, except a dog currently used by law enforcement officers for police work, without a certificate of registration issued under this chapter. The certificate of registration must be acquired within fifteen days of service of the dangerous dog notice unless the owner or keeper has appealed the dangerous dog declaration pursuant to subsection (F) of this section.
- D. The animal control authority of the City issues a certificate of registration to the owner or keeper of a dangerous dog upon payment of the fee set forth in SMC 8.02.081 if the owner or keeper presents to the authority sufficient evidence of:
- 1. A proper enclosure, approved by SCRAPS, to confine a dangerous dog; and,
 - 2. The posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property, and the conspicuous display of a sign with a warning symbol that informs children of the presence of a dangerous dog; and
- E. A surety bond or a policy of liability insurance such as homeowner's insurance, as described in this subsection. The surety bond or policy of liability insurance shall be issued by a surety or insurer qualified under chapter 48.28 RCW, be in a form acceptable to the SCRAPS, be in the sum of at least two hundred fifty thousand dollars (\$250,000.00) with a maximum five-hundred dollar (\$500.00) deductible, provide for prior written notification to SCRAPS of cancellation or

material change, and be payable to any person for personal injuries or property damage inflicted by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner or keeper's premises.

~~3.((A surety bond issued by a surety insurer qualified under chapter 48.28 RCW in a form acceptable to the animal control authority in the sum of at least two hundred fifty thousand dollars, which provides for prior written notification to the animal control authority of cancellation or material change, payable to any person for personal injuries or property damage caused by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner's or keeper's premises; or~~

~~4.A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under Title 48 RCW in the amount of at least two hundred fifty thousand dollars with a maximum five hundred dollar deductible and which provides for prior written notification to the animal control authority of cancellation or material change, insuring the owner or keeper for any personal injuries and property damage inflicted by the dangerous dog regardless of whether the personal injury or property damage occurs on or off the owner's or keeper's premises; and,)~~

- ((5.)) 1. The owner or keeper of a dangerous dog shall furnish to SCRAPS a complete copy of the surety bond of insurance specified in this subsection and shall allow SCRAPS reasonable time to review the bond or policy to determine whether the surety bond or certificate of insurance is sufficient, prior to issuing the certificate of registration.
- ((6.)) 2. A permanent microchip implanted and the microchip shall be injected in accordance with policy established by SCRAPS and the owner or keeper will be charged a fee for the microchip; and
- ((7.)) 3. The dangerous dog must be spayed/neutered at the owner's expense in order to complete the registration. Any impounded dangerous dog will be transported to SCRAPS to a veterinarian for spaying/neutering as part of the registration process or documentation demonstrating that the dangerous dog has been spayed or neutered prior to release; and,
- ((8.)) 4. A muzzle and leash approved by the animal control authority, as to strength and fit, for the dangerous dog; and,
5. In addition to the regular dog licensing fees set forth in section SCC 5.04.030, the owner of keeper of a dangerous dog shall pay an annual registration and inspection fee as prescribed in the department fee schedule. The registration will b valid for twelve (12) months.
6. Issuance of a dangerous dog registration or renewal thereof shall be conditioned on the registered owner allowing the Director to inspect the premises at any time to insure compliance with the provisions of this section.
7. The provisions of this section shall not apply to police dogs as defined in RCW 4.24.410
8. An owner or keeper of a dog declared, deemed or determined to be a dangerous dog shall be responsible for meeting and maintaining the

requirements set forth in this section and section SMC 10.03.033 at all times and at their expense. A violation of conditions imposed under this section is a gross misdemeanor

9. Additional conditions determined by the animal control authority to be necessary to protect the public health, safety, and welfare.

((E.)) F. Appeal of Dangerous Dog Declaration.

1. A dangerous dog declaration by the animal control authority may be appealed to the City's hearing examiner.
2. An appeal must be filed with the hearing examiner's office within fifteen (15) days of service of the dangerous dog notice.
3. An appeal does not proceed until the owner or keeper has complied with the requirements of SMC 10.03.050.
4. At the appeal hearing, the records of the animal control director, or the director's designee, and any supplemental material shall be admissible to prove the dog is a dangerous dog. The owner or keeper of the dog may present evidence and examine witnesses present.
5. It is the animal control agency's burden to provide the hearing examiner with evidence which establishes the dangerous dog determination by a preponderance of the evidence. The hearing examiner shall apply a preponderance of the evidence standard at the dangerous dog determination appeal. It is an affirmative defense that the owner must prove by a preponderance of the evidence that the person or domestic animal attacked or bitten by the owner's or keeper's dog provoked the owner's or keeper's dog without justification or excuse.
6. The hearing examiner will provide upon request to an individual all rules and procedures applicable to the appeal.
7. The hearing examiner either:
 - a. Affirms the decision of the animal control authority in issuing the dangerous dog declaration,
 - b. Dismisses the declaration, or
 - c. Reduces a dangerous dog declaration to a potentially dangerous dog declaration based upon the evidence presented during the appeal.
8. The hearing examiner's decision may be appealed to the Spokane County superior court within twenty (20) days from the date the decision is issued.

((F.)) G. If an owner or keeper fails to register the dog as a dangerous dog within fifteen (15) days of service of the animal control authority's notice, or of the hearing examiner's decision affirming the animal control authority's determination, and no restraining order has been served upon the animal control authority, the dog shall be euthanized.

((G.)) H. The animal control director may issue a provisional registration certificate where: (a) the dangerous dog declaration has been appealed, provided all the conditions of maintaining a dangerous dog have been met under this section with the exception of subsection D (7) requiring spay or/neuter; or

(b) the owner is relocating the dangerous dog outside of the City and all conditions of this section have been met with the exception of subsection D(3)-(5) requiring a surety bond or insurance policy. Any provisional permit issued pursuant to this section shall expire fifteen (15) days following the decision on the appeal of the dangerous dog declaration. Any provisional permit issued under G (b) of this subsection shall be valid for the sole purpose of immediate transport and relocation of the dog from the shelter to a location outside of the City.

- ((H.)) I. Dogs deemed dangerous by other jurisdictions in the State of Washington will be subject to the same regulations as if they have been deemed dangerous in the City. Any owner or keeper of a dog deemed dangerous by jurisdictions outside the State of Washington relocating to the City, Spokane County Washington shall present the dog to SCRAPS within thirty 30 days of their arrival in Spokane to be evaluated by the Director or his/her designee on an individual basis to determine whether the dog should be deemed a dangerous dog, taking into account the criteria set forth in SCC 5.04.020 (8).
- ((I.)) J. An owner or keeper of a dog previously deemed dangerous by the City or SCRAPS and subsequently relocated outside of the City, must register the dog pursuant to section (C) of this section prior to bringing the dangerous dog into the City; such dogs are prohibited from re-entering the City without prior written consent from SCRAPS and/or full registration.
- ((J.)) K. An owner or keeper of a dog declared dangerous shall be responsible for meeting and maintaining the requirements set forth in this section at all times. A violation of conditions imposed under this section is a gross misdemeanor.
- ((K)) L. Dangerous dog" means any dog that (a) inflicts severe injury or multiple bites on a human being without provocation on public or private property, (b) inflicts severe injury, multiple bites, or kills an animal without provocation while the dog is off the owner's or keeper's property, or (c) has previously been declared potentially dangerous pursuant to SMC 10.03.033, and after the owner or keeper received notice of such declaration the dog engages in behavior that meets the definition of "potentially dangerous dog" in subsection SCC 5.04.020 (19); provided, a declaration of dangerous dog under part (c) of this subsection cannot become a final determination under SMC 10.03.020 unless and until the previous declaration of potentially dangerous dog has become final under this Code or a previous version of this Code. If two or more dogs jointly engage in any conduct described in parts (a) or (b) of this subsection, thereby rendering proof of the individual dog that inflicted any particular injury difficult to ascertain, then regardless of the degree of participation by the individual dog(s), all such dogs shall be deemed dangerous dogs.

Section 2. That section 10.03.033 of the Spokane Municipal Code is amended to read as follows:

Section 10.03.033 Potentially Dangerous Dog Declaration

- A. When the director or his or her designee has sufficient articulable information to determine that a dog is a potentially dangerous dog as defined in SCC 5.04.020(19), the director or his or her designee shall declare the dog potentially dangerous and shall notify the owner or keeper of the dog in writing of such determination, either in person or by regular mail. Any notice or determination mailed pursuant to this section shall be deemed received by the party to whom it is addressed on the third day after it is placed in the mail, as set forth by declaration of the sender. The notice shall contain the following information:
1. That the person receiving the notice is identified as the owner or keeper of a potentially dangerous dog as defined in SCC 5.04.020 (~~19~~ 20);
 2. The breed, color, sex, and license number (if known) of the dog;
 3. The facts upon which the declaration of potentially dangerous dog is based;
 4. That if there are future similar incidents with the dog, the dog could be declared a dangerous dog pursuant to SMC 10.03.020 and required to be registered as provided in SMC 10.03.020;
 5. That the owner or keeper must comply with restrictions set forth in the notice as a condition of continued ownership or keeping of the dog and that restrictions may include, but are not limited to, those which that may be imposed on the owner or keeper of a potentially dangerous dog pursuant to SCC 5.04.032 (6);
 6. That the notice renders a final determination that the dog is a potentially dangerous dog, unless the owner or keeper of the dog requests an administrative review meeting in writing on a form provided with the notice within fifteen days of the receipt of the notice. For purposes of this section, if the notice is mailed, it shall be deemed received on the third day after the notice is placed in the mail.
 7. The administrative review meeting shall be informal, open to public view, and at the option of the director or designee, held telephonically and the administrative meeting officer shall be someone who did not participate in making the potentially dangerous dog determination.
 8. Following an administrative review meeting, the director or designee may affirm or reverse the original determination that the dog is potentially dangerous. If the determination is affirmed, the director may impose the same reasonable conditions as may be imposed on the owner or keeper of a potentially dangerous dog pursuant to SMC 10.03.033 C.
 9. That pursuant to this section, a failure by the dog owner or keeper to request and attend an administrative review meeting with the animal control director or designee shall constitute a failure to exhaust all administrative remedies, and that such failure to exhaust all

administrative remedies shall preclude any appeal of the administrative determination to the City hearing examiner.

- B. The notice of a potentially dangerous dog declaration constitutes a final determination that the dog constitutes a potentially dangerous dog, unless the owner or keeper requests an appeal hearing before the City hearing examiner within fifteen (15) days of service of the notice.
- C. In the event the owner or keeper requests an appeal hearing before the hearing examiner, the appeal hearing shall be held within thirty days of the request.
 - 1. The City Hearing Examiner's Office will notify the owner or keeper of the date, time and place of the hearing, as well as the right to present evidence as to why the dog should not be found potentially dangerous.
 - 2. The hearing examiner may affirm, reverse or modify the potentially dangerous dog declaration issued by the director. If the recommendation is to affirm the declaration, the hearing examiner shall recommend requirements listed below be imposed upon the owner or keeper as a condition of continued ownership or keeping of the dog. If the hearing examiner's decision is to modify the declaration, the examiner may determine that the dog be deemed potentially dangerous and that reasonable conditions be imposed on the owner or keeper as a condition of continued ownership or keeping of the dog. Reasonable conditions may include but are not limited to the following measures:
 - a. Erection of new or additional fencing to keep the dog within the confines of the owner's or keeper's premises.
 - b. Construction of a run consistent with the size of the dog within which the dog must be kept.
 - c. Keeping the dog on a leash adequate to control the dog or securely fastened to a secure object when left unattended.
 - d. Keeping the dog indoors at all times, except when on a leash adequate to control the dog and under the actual physical control of the owner or keeper or a competent person at least fifteen years of age.
 - e. Keeping the dog muzzled in a manner that will not cause injury to the dog or interfere with its vision or respiration, but will prevent it from biting any person or animal when outside a proper enclosure.
 - f. Spaying/neutering of the dog.
 - g. Microchip implanting of the dog for identification purposes.

The hearing examiner may alternatively recommend that the director be given the authority to establish the reasonable conditions from the measures listed above, or from revisions or additions to such measures that the director deems necessary to effectuate the purposes of this chapter.

- D. The City hearing examiner notifies, in writing, the owner or keeper of his decision within twenty (20) days of the hearing. The owner or keeper of the dog may appeal the City hearing examiner's decision on the potentially dangerous dog appeal within fifteen (15) days to the Spokane County Superior Court. Conditions imposed on a potentially dangerous dog under this section may be reviewed and modified at the discretion of the Director. Any modification of conditions must be supported by written findings and conclusions issued by the Director, which will become final and effective fifteen days (15) after notice to the owner or keeper of the dog unless appealed. The notice and appeal of any modification of conditions shall be only of the changed conditions and shall follow the notice and appeal procedures contained in the section.
- E. Dogs deemed potentially dangerous by other jurisdictions in the state of Washington shall be subject to the same regulations as if they have been deemed potentially dangerous in Spokane County and the owner or keeper shall present the dog to SCRAPS within thirty (30) days of their arrival in Spokane County in order to allow the Director to evaluate the dog on an individual basis and determine which restrictions authorized under this section to impose. Any owner or keeper of a dog deemed potentially dangerous by a jurisdiction outside of the state of Washington who is relocating to Spokane County shall present the dog to SCRAPS within thirty (30) days of their arrival in Spokane County in order to allow the Director to evaluate the dog on an individual basis and determine which restrictions authorized under this section to impose.
- F. An owner or keeper of a potentially dangerous dog who violates any of the conditions imposed under this section shall be guilty of a misdemeanor as set forth in SCC 5.04.071(b) and (j).

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
2018 Relicensing Program Interlocal
July 30, 2018 1:15PM-PSCHC

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2018.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket caseloads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

An important outcome resulting from this Court for the larger community is improved public safety.

Action

Recommendation of the Public Safety and Community Health Committee for City Council approval of the 2018 Relicensing Program Interlocal Agreement (January 1, 2018 – December 31, 2018).

Funding

City funds for this interlocal agreement are available in the City's 2018 annual budget.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A RELICENSING)
PROJECT INTERLOCAL AGREEMENT AMONG)
THE COUNTY OF SPOKANE, CITY OF SPOKANE)
AND SPOKANE COUNTY PROSECUTING)
ATTORNEY [January 1, 2018-December 31, 2018])

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (hereinafter referred to sometimes as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2018 through December 31, 2018. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "City of Spokane & Spokane County RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2018-December 31, 2018)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame from January 1, 2018 through December 31, 2018 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 26th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



[Signature]
JOSH KERNS, Chair

[Signature]
MARY KUNEY, Vice Chair

[Signature]
AL FRNECH, Commissioner

ATTEST:
CLERK OF THE BOARD

[Signature]
Ginna Vasquez

City Clerk's No.
Resolution No.: 18-0463



Spokane County
WASHINGTON

City of Spokane & Spokane County

**RELICENSING PROJECT
INTERLOCAL AGREEMENT**

DATE: *January 1, 2018 - December 31, 2018*

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY", SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY", and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR", hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES hereto agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2018 and continue until December 31, 2018. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II and Legal Office Assistant -2 or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.

2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2018. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2018, of its intent to participate in this Agreement in calendar year 2019 and any proposed budget changes affecting this Agreement for calendar year 2018. However, the Parties recognize that any intent to continue participation in 2019 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2018 for 2019. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.

2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2018, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2018 showing that the CITY advances approximately forty-eight percent (48%) of budgeted costs of RP and the COUNTY advances fifty-two percent (52%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
3. In January 2019, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2018 through December 31, 2018 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2018 through December 31, 2018 contribution.
4. Using the same percent of contribution determined in paragraph 3, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2018 through December 31, 2018. The proceeds from the administrative fee collected during October, November and December of 2018 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2018 through December 31, 2018 to those determined under the terms of paragraph 3.
5. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.

- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.



County initials

City initials

SECTION NO. 7: 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.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each PARTY contributing to its acquisition.

SECTION NO. 9: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 10: ANTI-KICKBACK

No officer or employee of the CITY, 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 the Agreement.

SECTION NO. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 2 above.
- H. Property Upon Termination. See Section No. 8 above.

SECTION NO. 12: MISCELLANEOUS

- A. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- D. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. 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, 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.
- I. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- K. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 26th day of June 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board
18 - 0 4 6 3

Josh Kerns
JOSH KERNS, CHAIR

Mary E. Kuney
MARY KUNEY, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

PROSECUTOR:

Dated: 6.26.18

Jim D. Dwyer For
Lawrence H. Haskell, County Prosecutor

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk
Page 10 of 10

Assistant City Attorney

SCHEDULE A

2018 Community Relicensing Project Budget Summary

	Gross Expense	City Contribution	County Contribution
City Prosecuting Attorney			
Personnel Expenses			
Asst Prosecutor - Salary	64,810	64,810	
Asst Prosecutor - Benefits	24,671	24,671	
City Non-personnel Expenses			
Registration and Travel	2,565	2,565	
Equipment			
Publications and Supplies	5,207	5,207	
Office Space	2,747	2,747	
Total City Prosecutor Expenses	100,000	100,000	
County Prosecutor			
Personnel Expenses			
LOA2 - Salary	26,926		26,926
Paralegal - Salary	45,194		45,194
Payroll - Benefits	33,642		33,642
County Copier			
Lease	1,654		1,654
Copy use	483		483
Total County Prosecutor Expenses	107,899		107,899
Total Funding	207,899	100,000	107,899
%	100%	48%	52%

City Clerk's No.
Resolution No.: 18 - 0463



Spokane County
WASHINGTON

City of Spokane & Spokane County

**RELICENSING PROJECT
INTERLOCAL AGREEMENT**

DATE: *January 1, 2018 - December 31, 2018*

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY", SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY", and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR", hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
2018 Mental Health Court Interlocal
July 30, 2018 1:15PM- PSCHC

Subject

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

Background

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

Impact

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

Action

Recommendation of the Safety and Community Health Committee for City Council approval of the 2018 Spokane Mental Health Court Interlocal Agreement (January 1, 2018 – December 31, 2018).

Funding

City funds for this interlocal agreement are available in the City's 2018 annual budget.

For further information contact: Justin Bingham, City Prosecutor, at 835-5994 or jbingham@spokanecity.org

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A MENTAL)
HEALTH COURT INTERLOCAL AGREEMENT)
AMONG SPOKANE COUNTY, CITY OF)
SPOKANE, SPOKANE COUNTY)
PROSECUTING ATTORNEY AND SPOKANE)
COUNTY PUBLIC DEFENDER FOR)
CALENDAR YEAR 2018)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

WHEREAS, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of

one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

WHEREAS, the COUNTY is desirous of making 2018 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2018 expanded Mental Health Court; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2018 – December 31, 2018) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.


PASSED AND ADOPTED this 26th day of June 2018.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


JOSH KERNS, Chair


MARY KUNEY, Vice-Chair


Ginna Vasquez, Clerk of the Board


AL FRENCH, Commissioner

MENTAL HEALTH COURT INTERLOCAL AGREEMENT

(January 1, 2018 - December 31, 2018)

THIS AGREEMENT entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

WHEREAS, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

WHEREAS, the COUNTY is desirous of making 2018 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2018 expanded Mental Health Court; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

SECTION NO. 1: **PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Behavioral Health Organization (BHO) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

SECTION NO. 2: **TERM.**

This Agreement shall begin on January 1, 2018, and continue until December 31, 2018.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2018, for any individual who has been accepted into and

remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2017 1/10th of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

A. FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1) City Presiding Judge:
 - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
 - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
 - Executing the order of transfer from the Municipal Court to the Mental Health Court.

- 2) City Prosecutor:
 - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
 - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
 - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
 - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
 - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

B. CITY:

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

C. PROSECUTOR:

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests **ONLY** of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

D. PUBLIC DEFENDER:

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

E. COUNTY:

- 1) Provide funding through the BHO **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

F. LIMITED RESOURCES / COOPERATION:

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

SECTION NO. 4: COMPENSATION

The COUNTY through the Behavioral Health Organization (BHO) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment “A”.

The CITY shall send all requests for reimbursement for the City as set forth in Attachment “A” to the Behavioral Health Organization (BHO) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment “A” to the Behavioral Health Organization (BHO) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment “A” to the Behavioral Health Organization (BHO) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County BHO to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the BHO reimburse any PARTY in excess of that amount set forth in Attachment “A”.

SECTION NO. 5: AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The COUNTY will place the Agreement on its WEB site.

SECTION NO. 6: MAINTENANCE OF RECORDS

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

SECTION NO. 7: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

SECTION NO. 9: LIABILITY

For the purpose of this Section, the terminology “CITY” shall include the City Public Defender and City Prosecutor. The terminology “COUNTY” shall include the PROSECUTOR and PUBLIC DEFENDER.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY’S negligence or breach of its obligations under the Agreement. The CITY’S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY’S negligence or breach of its obligations under the Agreement. The COUNTY’S duty to indemnify shall not apply to liability caused by the negligence of the CITY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY’s officer or employee’s negligence.

Each PARTY’s duty to indemnify shall survive the termination or expiration of the Agreement.

Each PARTY waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 10: NOTICES

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

COUNTY: Chief Executive Officer or his/her authorized representative
 1116 West Broadway Avenue
 Spokane, Washington 99260

Copy: Behavioral Health Organization
312 W. 8th Avenue
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative
City Hall, Seventh Floor
808 West Spokane Falls Boulevard
Spokane, Washington 99201-3303

Copies: City Public Defender
824 North Monroe Street
Spokane, Washington 99201

City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney
1100 West Mallon Avenue
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender
1033 West Gardner Avenue
Gardner Court Building
Spokane, Washington 99260

SECTION NO. 11: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, 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;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) 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; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 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 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 30 days written notice from the CITY or its insurer(s) to the COUNTY.

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the BHO until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

SECTION NO. 12: NON-WAIVER

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

SECTION NO. 13: HEADINGS

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

SECTION NO. 14: ENTIRE AGREEMENT

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

SECTION NO. 15: MODIFICATION

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

SECTION NO. 16: ASSIGNMENT

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

SECTION NO. 17: SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 18: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 19: 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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

SECTION NO. 20: VENUE STIPULATION

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.

H. Property upon Termination. See Section No. 7 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year below their respective signatures.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: 6.26-18



[Signature]
JOSH KERNS, Chair

ATTEST:

[Signature]
MARY KUNEY, Vice Chair

[Signature]
Ginna Vasquez
Clerk of the Board
18 - 0 4 6 2

[Signature]
AL FRENCH, Commissioner

DATED: _____

CITY OF SPOKANE:

Attest:

By: _____
Mayor

City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

DATED: 6/15/18

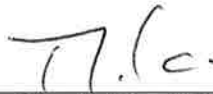
SPOKANE COUNTY PROSECUTING
ATTORNEY

By: [Signature]

Its: Prosecuting Attorney
(Title)

DATED: 6.15.18

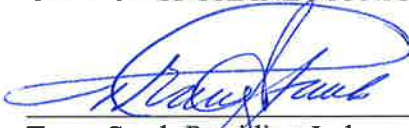
SPOKANE COUNTY PUBLIC DEFENDER

By: 
K R Z Y M I N S K I

Its: County Public Defender
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT


Tracy Staab Presiding Judge

CITY PUBLIC DEFENDER


Katherine Knox

CITY PROSECUTOR


Justin Bingham

2018
ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH TAX	FUNDING TO BE USED FOR
CITY	\$221,063	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$110,951	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$110,112	County Public Defender/Support Staff/M&O

Briefing Paper
City of Spokane
Spokane Municipal Probation / Public Safety Committee
July 30, 2018

Subject

Spokane Municipal Court Probation Electronic Home Monitoring (EHM)/Jail Alternative contract.

Background

Municipal court probation created an Electronic Home Monitoring department in March of 2010 to support the city's efforts of increasing public safety while reducing jail costs for misdemeanor low-level offenders. The City of Spokane afforded the probation department 2 project employees in 2010 to determine whether this type of program was effective and sustainable. In 2011 these project employees became full-time as the department was able to show a significant reduction in jail costs while monitoring offenders in the community. Year after year the probation department has demonstrated that this program is an effective use of city resources. In 2015 the City of Spokane provided the probation department with a third position to increase the department's ability to sustain and grow the programs capabilities at increasing public safety and decreasing jail costs.

The probation department has been contracting annually with Washington Association of Sheriffs and Police Chiefs (WASPC) since the inception of the EHM program. In the past 6 months the probation department reached out to WASPC to get a breakdown of costs associated with the contract. Probation also contacted other agencies that provide the same service and determined that the department can save up to \$150,000 per year by contracting directly with a vendor.

After reviewing this matter with Purchasing, it was determined that the Probation Department can contract with the new vendor via a state contract, rather than have to go through the RFP process. The additional benefit of this approach is the City is able to get the GSA pricing schedule with the vendor.

Impact

Contracting with SCRAM Monitoring for 1 year will save the City up to \$150,000, depending on the number of defendants ordered onto electronic home monitoring. Moving to SCRAM Monitoring will also increase the effectiveness of the program by using the most up to date monitoring equipment and software. Continuing to contract with WASPC appears to be an unnecessary expenditure of city funds and the savings from this switch in EHM vendors could be better spent expanding the EHM program itself.

Action Requested

Approval to execute a GSA contract with SCRAM Monitoring Systems for 1 year.

Funding

There will be no additional funding requirements for this contract.

Briefing Paper City of Spokane Spokane Municipal Court / PSCHC July 30, 2018

Subject

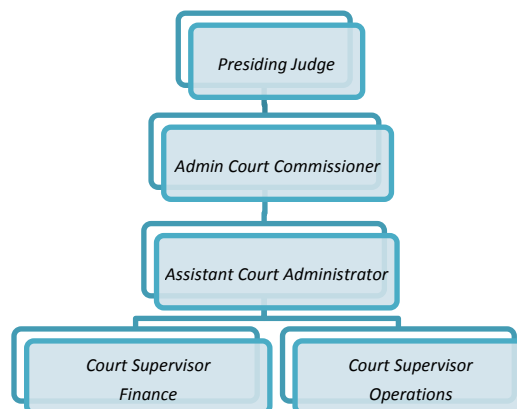
Establishing the position of Probation Supervisor.

Background

On March 26, 2014, Municipal Probation services became a function of the Spokane Municipal Court under the provisions of ordinance C35075. The process of administrative reorganization of the Probation Department continued through April of 2016, when the position of Chief of Probation was eliminated and overall supervision of the department was transferred to the Administrative Court Commissioner via ordinance C35382 and unanimous action of the Municipal Court Judges.

As part of the administrative reorganization of the Probation Department, a Probation Officer I was promoted to a Probation Officer II position to assist the Administrative Court Commissioner in the day-to-day operations of the probation function and to help coordinate the final elements of the restructure of the Probation Department, as envisioned in the *Blueprint for Reform* and by the Spokane Regional Law and Justice Council. Although not ideal for the work expected of the intermediate supervisor in the Probation Department, the Probation Officer II position was used due to the fact it was the only supervisory position in the then existing Civil Service classifications that would meet the operational needs of the work unit, pending the completion of a Civil Service review of the position. The Probation Officer II is compensated under pay plan A04, Range 47, at \$49,903.20 to \$82,121.04 annually.

At the same time the administrative restructure was occurring in the Probation Department, the Municipal Court was going through an administrative restructure and a unit wide Civil Service reclassification. These events led to a Municipal Court supervisory structure represented in the following chart:



Impact

The creation of the Probation Supervisor position will unify the administrative structure of the Spokane Municipal Court, provide more effective and efficient supervision of the probation department, and allow the recruiting of an individual with knowledge of, and experience in, risk/needs based probation supervision. As the position was fully funded in the 2018 budget, no additional funding is required.

Action Requested

Approve the establishment the Probation Supervisor position.

Funding

No additional funding is required.

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire
Subject:	Department of Ecology Grant
Date:	07/17/18
Contact (email & phone):	Brian Schaeffer (X7001), bschaeffer@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase foam trailer in accordance w/grant agreement and obtain reimbursement from DOE.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>SFD's Haz-Mat Team is trained to handle Hazardous Materials incidents of all types, but one of the team's focus items is on the volatile Bakken crude oil that travels by rail and over the road through downtown Spokane. There is an average of 500 tank cars a day carrying 30,000 gallons of oil per car. This equates to 15 million gallons of crude oil traveling through Spokane each day.</p> <p>A derailment would have devastating effects on Spokane if quick action is not taken to mitigate the incident. This crude oil has more in common with gasoline, with regard to volatility, than it does with "traditional" crude oil. There have been multiple derailments, loss of life and severe economic impact as a result of these incidents. Fortunately, there has not been a major derailment of a Bakken Unit Train in a major metropolitan area, nor a derailment on an elevated track system.</p> <p>A potential issue in Spokane would be compounded by the fact that the tracks are elevated through much of downtown and access is poor to provide proper placement of firefighting apparatus. The natural slope of the land will direct the flow of oil and firefighting run-off directly to the Spokane River in minutes.</p> <p>Currently, we are dependent on outside agencies/resources to supply us with enough foam to make an offensive attack. This grant will allow us to purchase a foam trailer that will carry 550 gallons of high expansion AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam).</p>	
<p><u>Executive Summary:</u></p> <p>New state grant with the Department of Ecology for \$94,000 to purchase a foam trailer, which will be used by SFD to deal with large hydrocarbon spills and fires.</p>	

Budget Impact:

Approved in current year budget? Yes No N/A

Annual/Reoccurring expenditure? Yes No N/A

If new, specify funding source: DOE Grant

Other budget impacts: (revenue generating, match requirements, etc.) See related SBO

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:

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

REVENUE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93511-99999-33431	Dept of Ecology	94,000
			Total	94,000

EXPENSE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93511-94220-56401	Machinery/Equip	94,000
			Total	94,000

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 acceptance of a new state grant from the Department of Ecology to purchase an AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam) trailer, 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



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. SPPREG-2019-Spokane-00026

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT(2019) AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Spokane city of, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

DRAFT

Project Title:	Spokane City Fire Department Spill Response Capacity Building
Total Cost:	\$94,000.00
Total Eligible Cost:	\$94,000.00
Ecology Share:	\$94,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Equipment Cache Grant

Project Short Description:

The Spokane City Fire Department along with their regional hazmat team have a need for a foam trailer for large hydrocarbon spills and fires. At the current time we are depending on outside agencies to supply us with an adequate amount of foam to handle any large incident including train derailments carrying Bakken oil.

Project Long Description:

The City of Spokane Fire Department and our regional hazmat team has a strong need for a Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) trailer. At this time we are lacking the resources to make an offensive attack on any large hydrocarbon/ethanol spill or fire. Currently we are dependent upon outside agencies/resources to supply us with enough foam to make an offensive attack. We feel by the time we gather these resources an offensive approach maybe to late. Our city is a hub of rail activity and has a strong potential for a major incident including Bakken oil which runs through the center of our city on elevated rails. We have identified the Defender dual tote trailer as the tool to address our needs. This trailer will carry 1100 gallons of high expansion AR-AFFF and a deck mounted master stream. This foam trailer will be used as a front

Agreement No: SPPREG-2019-Spokane-00026
Project Title: Spokane City Fire Department Spill Response Capacity Building
Recipient Name: Spokane city of

line piece of equipment in a 24/7 fully staffed fire station. AR-AFFF foam has a 25 year shelf life and will be able to be quickly deployed throughout our region. We currently carry only small amounts of AFFF and no AR-AFFF on some of our front line trucks.

Overall Goal:

The over goal of this grant request is reduce the response time it will take to put in place a offensive attack on any fire or spill with our main focus being Bakken oil trains. Our city is currently depending on outside resources to be called in for any major incident. We feel by the time we are able to coordinate with these outside resources offensive operations may be to late.

DRAFT

Agreement No: SPPREG-2019-Spokane-00026
 Project Title: Spokane City Fire Department Spill Response Capacity Building
 Recipient Name: Spokane city of

RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280

DUNS Number: 057531253

Mailing Address: 44 W Riverside
 Spokane, WA 99201

Physical Address: 44 W Riverside
 Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

<p>Project Manager</p>	<p>Scott Himelspach Fire Captain</p> <p>808 W. Spokane Falls Boulevard Spokane, Washington 99201-3343 Email: shimelspach@spokanecity.org Phone: (509) 625-6398</p>
<p>Billing Contact</p>	<p>Scott Himelspach Fire Captain</p> <p>808 W. Spokane Falls Boulevard Spokane, Washington 99201-3343 Email: shimelspach@spokanecity.org Phone: (509) 625-6398</p>
<p>Authorized Signatory</p>	<p>Scott Himelspach Fire Captain</p> <p>808 W. Spokane Falls Boulevard Spokane, Washington 99201-3343 Email: shimelspach@spokanecity.org Phone: (509) 625-6398</p>

DRAFT

Agreement No: SPPREG-2019-Spokane-00026
 Project Title: Spokane City Fire Department Spill Response Capacity Building
 Recipient Name: Spokane city of

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Spills
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Spills
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Laura Hayes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (360) 407-7485</p>
<p>Financial Manager</p>	<p>Alit Littlejohn</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: alit461@ecy.wa.gov Phone: (360) 407-6458</p>
<p>Technical Advisor</p>	<p>David Byers</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 407-6974</p>

DRAFT

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

DRAFT

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Spokane city of

By: _____

By: _____

Dale Jensen
Spills
Program Manager
Date

Scott Himelspach
Fire Captain
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SPPREG-2019-Spokane-00026
Project Title: Spokane City Fire Department Spill Response Capacity Building
Recipient Name: Spokane city of

Chief Mark John

Deputy Chief Spokane City Fire
Department

Date

DRAFT

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT’s designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements

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Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, progress reports, and recipient closeout report.
2. Properly maintain project documentation.

Recipient Task Coordinator: Scott Himelspach

Project Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: SPPREG-2019-Spokane-00026
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Recipient Name: Spokane city of

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$94,000.00

Task Title: New Response Equipment Purchase

Task Description:

A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY’s requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.

B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.

Task Goal Statement:

Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.

Task Expected Outcome:

1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.
2. Properly store and maintain response equipment, tools, and supplies.

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New Response Equipment Purchase

Deliverables

Number	Description	Due Date
2.1	Purchase approved, eligible equipment	
2.2	Schedule equipment inspection with Ecology	

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BUDGET

Funding Distribution EG180394

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Spokane City Fire Department Spill Response Funding Type: Grant
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019
 Funding Source:

Title: State Toxics Control Account
 Type: State
 Funding Source %: 100%
 Description: Oil Spill Response Equipment Grants

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Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Spokane City Fire Department Spill Response Capaci	Task Total
Project Administration	\$ 0.00
New Response Equipment Purchase	\$ 94,000.00

Total: \$ 94,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Spokane City Fire Department Spill Response Capaci	0.00 %	\$ 0.00	\$ 94,000.00	\$ 94,000.00
Total		\$ 0.00	\$ 94,000.00	\$ 94,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

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A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

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Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

- 8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <<http://www.frs.gov>> within 90 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

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For more details on FFATA requirements, see www.frs.gov <<http://www.frs.gov>>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instruction for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT within (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. All costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

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10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work. To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

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14. INDEPENDENT STATUS

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

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinion establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are deemed to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

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25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, , <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other source is funded, reduced, or limited in any way after the effective date and prior to the completion or expiration date of the Agreement, ECOLOGY, at its sole discretion may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: SPPREG-2019-Spokane-00026
Project Title: Spokane City Fire Department Spill Response Capacity Building
Recipient Name: Spokane city of

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

DRAFT

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire
Subject:	SBO
Date:	07/17/18
Contact (email & phone):	Brian Schaeffer (X7001), bschaeffer@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget Ordinance C-35565
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Additional budget authority to spend remaining amount on AFG grant.
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The City of Spokane accepted an AFG (Assistance to Firefighters Grant) of \$299,835 in June 2017 via OPR 2017-0381. The original grant expired April 30, 2018 although we were granted an extension to July 31, 2018.</p> <p>The purpose of the original grant was to provide PPE (personal protective equipment) and training to the 48 new SAFER firefighters. There were still some remaining grant funds available at the end of the original grant period so we requested an extension to purchase some additional equipment. Due to the lengthy procurement process of the equipment, it will be necessary to obtain an additional extension.</p>	
<p>Executive Summary:</p> <p>SBO needed to increase budget authority for the AFG grant so that we can spend remaining \$60k available on the grant. Currently, \$10k is budgeted so this request is for an additional \$50k.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) See related SBO</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

REVENUE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93532-99999-33197	Homeland Security	50,000
			Total	50,000

EXPENSE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93532-94220-56401	Machinery/Equip	50,000
			Total	50,000

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 increase the budget for the AFG (Assistance to Firefighter Grant) to allow remaining 2018 grant expenses to be incurred, 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

Briefing Paper

Public Safety & Community Healthy Committee

Division & Department:	Spokane Police Department
Subject:	Department of Emergency Management (DEM) 2018
Date:	July 30, 2018
Contact (email & phone):	Dave Richards – drichards@spokanepolice.org 509-625-4060
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> • Saving the lives of children and civilians during Active Threat Event at Schools/Shopping Malls/ Officer Safety on Armed subjects/unknown threats. • Safe deployment of the SWAT team with appropriate equipment including cold weather gear in order to allow the team to sustain adverse weather conditions, increase proficiency and ensure safe working conditions for prolonged periods of time. • Estimate of \$90,000.00 to be used to purchase equipment using Department of Homeland Security funds.
<p><u>Background/History:</u> Spokane County’s Department of Emergency Management (DEM) receives funding from the Department of Homeland Security to be dispersed to several sub-recipients in the region. DEM is the coordinating agency for the whole Spokane community and the agency helps facilitate preparedness, response, and recovery efforts.</p> <p>The Spokane Police Department (SPD) is the largest Agency in Eastern Washington that includes a regional training center, and range. Because of this, smaller agencies with not as many resources rely on SPD for not only training, but ongoing training, equipment, and assistance when needed. Often time, mutual aid is requested from outlying agencies for SPD to assist when lives are at risk in a moment’s notice. This also includes the SWAT team deploying to outlying regions to assist other agencies and to serve High Risk search warrants.</p> <p>The department would like to apply for funding for equipment from DEM.</p>	

Executive Summary:

- SPD responds to a wide variety of Calls for Service, however, one of the department's main missions is to keep the community safe. Currently, the department has 7 sets of the listed NVG to replace antiquated systems. As a primary response unit to the region for domestic terrorism and hostage rescue, this component is mission critical to our team. With up to seven to ten more units, this will allow a majority of our team to deploy using the cover of darkness and go undetected, preventing any unnecessary conflicts.
- Night Vision can be used in several different applications. Primarily its use is to rescue innocent civilians and neighboring residents in High Risk Events. However in this day and age of persons in mental crisis and threats to schools, shopping malls, churches, office buildings, SPD needs to have the capabilities to rescue civilians and students at a moment's notice, and to do so safely. Night Vision can be used to rescue and locate innocent persons at any given time. This is a key function. The department's need for this equipment in emergent. (Up to \$60,000.00 for night vision equipment).
- Cold weather gear includes, Gortex or waterproof shell and a layering system underneath. This allows 30 Operators to shed layers to avoid sweating which could cause hypothermic conditions. With proper clothing, our team could regionally deploy in any condition for prolonged periods of time. In the event to rescue innocent civilians and neighboring residents in High Risk Events proper equipment is essential. However in this day and age of persons in mental crisis and threats to schools, shopping malls, churches, office buildings, SPD needs to have the capabilities to rescue civilians and students at a moment's notice, and to do so safely. This clothing can be worn and used to rescue and locate innocent persons at any given time. This is a key function. Our need for this equipment in emergent. Day or night our team deploys, often with no time to pack. It is essential to have proper equipment and clothing to deploy for extended periods of time. (Up to \$30,000.00 for cold weather equipment).

Budget Impact:

Approved in current year budget? Yes No N/A

Annual/Reoccurring expenditure? Yes No N/A

If new, specify funding source: Federal Funding – **Department of Homeland Security**

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:

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO – Forfeiture funds for interview room upgrade
Date:	
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Procurement of a new camera system for Investigations interview rooms.
Background/History: The current AV systems in the Investigations interview rooms in both the Public Safety Building and the Gardner building have failed multiple times, resulting in the loss of evidence. This purchase will replace these systems to ensure reliable video recording and evidence collection.	
Executive Summary:	
<ul style="list-style-type: none"> • <i>Our current contract with Precision Digital has expired and will be replaced with Axon Enterprise Contract – estimated \$92, 337.</i> • <i>Eligible forfeiture funds received currently exceeds what was in the adopted expenditure budget for 2018</i> • <i>Requested expenditure increase would allow the expenditure of the additional funds received towards the purchase of the new Axon camera system.</i> 	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SPD Records Clean-Up Grant Proposal
Date:	
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	n/a
Strategic Initiative:	
Deadline:	7/31/18
Outcome: (deliverables, delivery duties, milestones to meet)	Funding for temporary staff and shredding bins to complete the scanning and destruction or transfer of files that have exceeded their retention schedule.
Background/History: SPD has over 3,800 boxes stored off-site and additional boxes stored on-site in working areas, many of which are past their retention. However, there has been no process in place to regularly purge these documents. While requests for records past their retention are more infrequent, they do make-up approximately 5% of requests each year. These requests also take longer to process as the records are not easily accessible. Getting our paper records in order would allow us to destroy those that are past retention and scan those that are archival for quicker access in the event of a public records request.	
Executive Summary: <ul style="list-style-type: none"> SPD requests permission to apply for a grant from the Washington State Archives department of the Washington Secretary of State in the amount of \$22,041.61. If awarded, the grant funds would be used for 1,280 hours of temporary staff work and the cost of shredding bins for 160 days to complete the destruction of records past their retention period. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Grant Application - Organizing the File Room

Agency Information

- Agency Name: Spokane Police Department
- County: Spokane
- Agency Type: City/Town
- Federal Employer Id #: 91-6001280
- Population Served by agency/department? 215,973
- Number of Fulltime Employee's in agency/department? 419
- Legislative District: 3rd

Designated Project Contact

- First Name: Crystal
- Last Name: Rodgers
- Title: Deputy Director Police Business Services
- Phone Number: (509) 835.4539
- Email: crodgers@spokanepolice.org

Agency Head

- First Name: Craig
- Last Name: Meidl
- Title: Police Chief
- Phone Number: (509) 625-4063
- Email: cmeidl@spokanepolice.org

Physical Address

- Address: 1100 W Mallon Ave.
- City: Spokane
- Zip Code: 99260

Mailing Address (if different)

Address: Same

About the Problem

How is not having your paper records in order impacting your agency's ability to respond to public records requests in a timely manner or to protect records from damage?

(Organize the File Room applicants must include photos of the stated problem area(s).)

Note: Please convert all files to .jpg, .png, or .pdf before attaching.

The Spokane Police Department has over 3,800 boxes stored off-site and additional boxes stored on-site in working areas (see photos of working area storage attached), many of which are past their retention. However, there has been no process in place to regularly purge these documents. While requests for records past their retention are more infrequent, they do make-up approximately 5% of requests each year. These requests also take longer to process as the records are not easily accessible. Using the information submitted for the JLARC audit, requests that are past their retention took approximately 146 days to fulfill, while other requests took an average of 57 days to fulfill. Getting our paper records in order would allow us to destroy those that are past retention and scan those that are archival for quicker access in the event of a public records request.

About the Project

What is your basic plan/project schedule to complete the work by May 31, 2019?

Phase 1: Clean-Up of Working Area (see photos)

- Estimated time to complete: 1 month
- We have recently implemented a "scan and toss" policy that is in line with the Washington State Archives' requirements (see attached City Policy and Spokane Police Department's policy, section 806.1.7).
- Most of the boxes in this area have already been scanned, however, mixed into the boxes are archival items (homicide, sex crime and missing persons) that need to be set aside and properly indexed/stored. The bulk of the work in Phase 1 will consist of finding these documents. Other items, that are non-archival and have already been scanned, will be destroyed.





Phase 2: Clean-Up of Off-Site Inventory

- Estimated time to complete: 7 months
- Working in groups of 15-20 boxes, we will begin to bring back records that have been stored off-site. The majority of these records are past their retention and thus can be quite burdensome in the event of public records requests.
- The records past their retention will be logged and destroyed; the archival records will be scanned (for easier access in the event of a public records request) and then indexed/stored.

What is the cost-breakdown/budget (including quotes) for your project? Estimate the amount of shelving, boxes, etc. you will need (factor in the expected reduction of records from destruction/transfer. List the type of work to be carried out by agency staff, temporary staff, vendors, consultants and Archives staff.

Cost Breakdown:

Temporary Staff: \$16.66/hour x 1,280 hours	\$21,324.80
<u>Shredding Bins: \$4.48/bin x 160 days</u>	<u>\$716.80</u>
Total Costs:	\$22,041.60

To hire temporary staff, we will use the Police Records Specialist hiring list that was recently created by the City of Spokane's Civil Service Commission. Using this list will not only speed up the time it will take to hire temporary staff, but it also allows us to make a permanent hire should we have an opening when the project ends.

To destroy the records, we will use our existing shredding contract with DeVries. The cost is \$4.48 per bin. I have estimated our shredding needs during the eight months of the project to be one bin per working day.

About the Expected Results

What improvement in response time to public records requests and protection of public records is expected?

Using the information submitted for the JLARC audit, requests that are past their retention took approximately 146 days to fulfill, while other requests took an average of 57 days to fulfill. Getting rid of the backlog of records would not only save time for the citizens to receive their requests, but would also result in a staff time savings of approximately \$10,983.11.

What reduction in storage costs is expected from destroying/transferring records past their retention period?

Spokane Police Department currently pays \$6,468 per year storing records off-site, many of which are past their retention period. Based on the boxes recently sorted, I would estimate the percentage of archival records we can expect to find in those boxes to be around 5%. This would result in a storage cost reduction of \$6,144.60 per year.

What new procedures/training will be in place to prevent the file room from becoming disorganized again?

1. Scan & Toss Policy (please see attached). Using the State Archives requirements, the Spokane Police Department has implemented a "scan and toss" policy. Previously, we were generating a bankers' box

per week of scanned documents. With this new policy in place, the amount of physical records will be greatly reduced to only those items that have been designated as archival.

2. Scanning Procedure: At the time the Records are received, we will now be immediately designating them as archival and indexing/storing as such. This will eliminate the painful process of sorting records in the future.
3. Electronic Records: The items that have been scanned, will need to be purged once they hit their retention. We have recently set-up some automatic purge schedules (for example, our GovQA program in which public records are distributed holds those redacted requests for 2 years and then purges them). However, we are still working on a way to electronically designate the police cases that need to be retained due to archival status so that manual purging will no longer be needed. This portion is a longer term project for us. However, once we are able to get ahead of the paper records we will have more staff time available for electronic records destruction.

By clicking submit, you affirmatively consent to proceed with this grant application and have the support of your director/commissioners/manager, etc. to do so.

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO – Forfeiture funds for vehicle purchase
Date:	
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Procurement of replacement plain vehicles for undercover police units.
Background/History: Forfeiture funds have been traditionally used to purchase/replace our plain vehicles for our undercover police units.	
Executive Summary:	
<ul style="list-style-type: none"> • <i>Some of our plain vehicles used by our undercover units are aging out and need to be replaced</i> • <i>Eligible forfeiture funds received currently exceeds what was in the adopted expenditure budget for 2018</i> • <i>Desire to replace 3 vehicles –estimated cost is \$25,000 each for a total of \$75,000</i> • <i>Requested expenditure increase would allow the expenditure of the additional funds received towards the purchase of plain vehicles for police use</i> 	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Ballistic Body Armor with Galls, LLC
Date:	07/30/2018
Contact (email & phone):	Kevin King - kking@spokanepolice.org (509)835-4514
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Ballistic Body Armor is essential gear for police officers and in line with normal operating budget policies and procedures.
Strategic Initiative:	
Deadline:	August 1, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approve value blanket order for Ballistic Body Armor.
Background/History: Spokane Police Department currently utilizes WA State Contract #07115 for the purchase of Ballistic Body Armor from Galls, LLC using a Value Blanket Order. The Value Blanket Order is expiring July 30, 2018. A new Value Blanket Order is necessary for continued supply of Ballistic Body Armor. New Value Blanket Order will also utilize WA State Contract #07115.	
Executive Summary:	
<ul style="list-style-type: none"> • <i>The Value Blanket term will be August 1, 2018 through July 31, 2021.</i> • <i>Total estimated amount for three-year term will be \$ 315,000.00</i> • <i>This includes Ballistic Body Armor, external Body Armor carriers and accessories and takes into consideration the replacement of expiring Ballistic Body Armor and potential new hires over the next 3 years.</i> 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	

Briefing Paper

Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	Falls Ave. – Lower Crossing to Elm
Date:	8-6-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: This project paves the existing gravel street connecting the houses at the bottom of the hill to Elm St. – see attached exhibit.	
Executive Summary: In addition to paving this street, this project includes curb replacement on the north side of the street, misc. sidewalk repairs to the existing sidewalk on the north side and ADA and storm drainage improvements at the bottom of the hill.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Project Location

W Bridge Ave

W Bridge Ave

W Ohio Ave

N Elm St

Centennial Trail

W Ohio Ave

W Paris Ave

Ash St

Briefing Paper Council Study Session

Division & Department:	Finance & Administration, Asset Management
Subject:	Federally Funded Right of Way Acquisition Services
Date:	7/19/18
Author (email & phone):	Dave Steele, 625-6064
City Council Sponsor:	TBD
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	NA
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 Year Capital Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	ASAP
Outcome: (deliverables, delivery duties, milestones to meet)	New contracts for federally funded right of way acquisition services.
Background/History:	
<p>The City of Spokane often has need of Right of Way acquisition and or relocation services for projects utilizing federal grant dollars. Property acquired utilizing federal dollars has a tremendous level of state and federal review necessary and acquisitions are required to be completed by qualified firms that have been approved by the State of Washington for this type of work. Typically, these services are needed on a project by project basis and are related to federally funded projects such as street reconstruction projects, street capacity improvement projects, trails, sidewalks, etc.</p> <p>Funding for these contracts is directly tied to future projects and will be assigned on a project by project basis as individual task assignments. These capital projects are scoped and funded to include the cost of ROW acquisition and relocation services as needed. The approval of these contracts will allow the City to continue to move forward with a series of projects and meet required bidding and construction deadlines over the next 3-5 years. Contracts with DCI Engineers and Commonstreet Consulting will provide these services for the next 3 years (plus 2 one year extensions) with a total not to exceed contract (for each contract) amount of \$250,000 over the term of the contract.</p>	
Executive Summary:	
Contract for right of way acquisition services on projects that are federally funded, and are required to meet WSDOT and FHWA rules for property acquisition.	
Budget Impact:	
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Annual/Reoccurring expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Requires change in current operations/policy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Specify changes required:	
Known challenges/barriers:	

Briefing Paper

PSCHC

Division & Department:	Neighborhood & Business Services Planning Department
Subject:	Maple Street Gateway
Date:	July 30, 2018
Author (email & phone):	Omar Akkari oakkari@spokanecity.org 509.625.6146
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES, Urban Development
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	https://my.spokanecity.org/projects/maple-jefferson-gateway-master-plan/
Strategic Initiative:	Marketing Spokane, Beautification
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Introduce the project and discuss the project scope, timeline and funding mechanisms.
<p>Background/History: Spokane is a beautiful city and has been making great efforts to improve landscapes in and around Downtown and the University District. The Interstate 90 on- and off-ramps are gateways into the city and provide an exceptional opportunity to tell Spokane’s story. This project will develop a gateway surrounding the Maple St and 5th Ave intersection that will leave a lasting positive impression on both visitors and residents as they come and go from our city.</p> <p>The City, under direction from Mayor Condon, has made it a priority to improve the gateways and areas adjacent to and under the I-90 viaduct. The City of Spokane has already taken some initial actions to improve, and plan for, the corridor in this area and is now in the process of developing a publicly-vetted design for the Maple Gateway.</p>	
<p>Executive Summary: <i>The purpose of the Maple Gateway:</i></p> <ul style="list-style-type: none"> • Determine a approach for improving the city’s appearance as viewed by motorists entering and exiting from I-90 at Maple St. and 5th Ave. ; • Enhance pedestrian and motorist experiences at stop lights, on streets, and walks surrounding the viaduct; • Improve local pedestrian safety and comfort; and • Expand and elaborate upon the conceptual themes identified in the pre-approved I-90 Architectural Mast Plan (Kit of Parts); which helps communicate Spokane’s unique and valued character. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



Maple Street Gateway Project Summary

By: Omar Akkari, Urban Designer

July 18, 2018

Sponsor: Continued Gateway Improvement Effort

Description: Development of bid documents for the Maple Street Gateway to include artistic tower, screening artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5th Ave and Maple.

Objectives

1. Improving the city's appearance as viewed by motorists entering or exiting from I-90 at Maple Street through development of a sculptural tower element, landscape and improvements, and artistically screening the gravel parking lot beneath the freeway.
2. Enhance pedestrian and motorist experiences at stop lights and on streets and walks surrounding the viaduct.
3. Improve local pedestrian safety and comfort.
4. Potentially treat stormwater from I-90 in specific locations.

Scope:

The scope of the project includes the activities listed below:

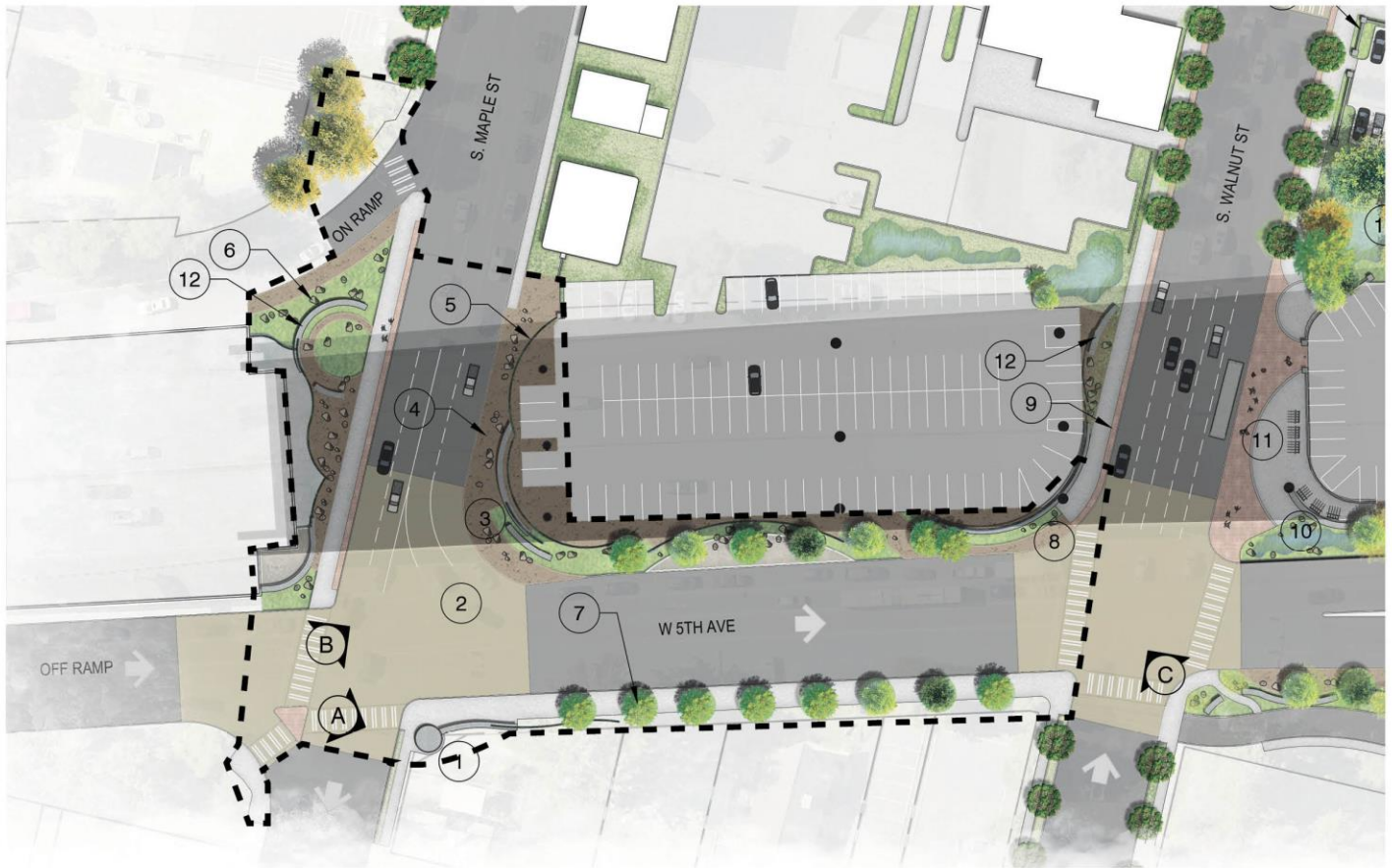
Development of bid documents for a artistic tower element and associated footings, screening artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5th Ave and Maple.

The quality and quantity of improvements and project boundary shall scale with the budget. The intent is to improve all of the areas behind the curb line within the project boundary. A detailed project scope is forthcoming based on a cost analysis.

The following areas of scope are uncertain or have not been fully defined:

- Changes to curb alignments to create bump outs.
- Renegotiating the easement on the SE corner of W 5th Ave. and S Maple St. Depending on the art tower location and the easement WSDOT approvals may be necessary and would delay the project timeline.
- The artist team selection will likely be managed by Spokane Arts with the City defining the RFP in coordination with Spokane Arts. The art tower element will require an artist and a structural engineer to work together to create a constructible composition with the design team.
- The properties on the south side of 5th Ave. between Maple St and Walnut Street may be redeveloped in the near future. Removing the streetscape area from the project scope would give the property owner more flexibility to develop their property and shift the implementation cost from the city to the developer.

Project Boundary Map | *The project boundary area indicated below is subject to change.*



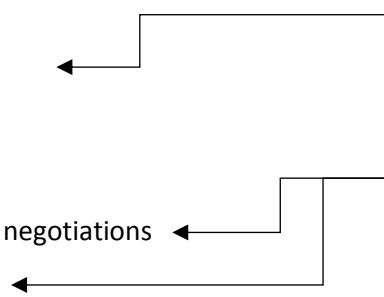
Timeline Option 1

Site Design / Construction

- Budget Definition
- Project Scoping
- Design Development
- Construction Documents
- Bidding including contract negotiations
- Construction

Tower Commissioning

- Request for Qualifications
- Request for Proposals
- Team Selection
- Execution
- Installation



Timeline Option 2

It may be advantageous to delay implementation of this project and incorporate it as part of the Six Year Comprehensive Street Program. This shift in the timeline would allow the project staff to apply for several grants outlined below that, if awarded, would allow the project scope to include pedestrian safety improvements critical to linking the south hill to the downtown.

Funding Options Available Now

- SIP Loan: The city has identified \$750,000 in SIP loan capacity that will be allocated to this project. Parking Funds will be used for debt repayment. The Parking Advisory Committee (PAC) has already allocated \$250,000 towards the I-90 project but will need to vote to allocate an additional \$500,000 (\$125,000 per year) from 2020-2024.

Future Funding Options (Only applicable only if Timeline 2 is selected)

- School Radar Funds (Speeding Ticket Camera): Applications are accepted year round for this program. Council will be briefed on all applications in the fall and spring each year. Council will ultimately make final decisions on what projects move forward for funding.
- Traffic Calming Funds (Red Light Ticket Camera): The neighborhood council traffic calming program is on a two year timeline. Neighborhood applications are accepted each spring (the 1st week of March). If an application is submitted in March 2019 and awarded it could be constructed in 2021. These applications are reviewed each year in August for council approval.
- WSDOT Grant Funds: Charlene Kay of WSDOT has mentioned that some funds may be available to put towards this project, but details have not come forward yet.
- Other City Funding Sources: The City may wish to dedicate funding from other, as yet unidentified, municipal accounts to fund the project.
- Private Funding / Sponsorship Campaign: The city may initiate a capital campaign to secure project funding from non-municipal sources.

Key Issues

- Theming has been a point of contention in the past. Theming of the gateway and art has not been finalized, but will need to respond to the suggestions in the I-90 Architectural Guidelines. The project sponsor must approve the proposed theming before the project progresses past the Scoping / Initial Design Development phase.
- Tapping the water line in 5th Ave. for the irrigation system could be quite expensive depending on what is found below grade during excavation.
- The art commissions will likely have a longer selection, design, and execution timeline than will be needed for the other project elements, which could delay the whole project. Hiring an architectural consultant to design the tower would likely save time and money.
- WSDOT could take an extended amount of time to approve of the proposed gateway elements and art plans.

Public Engagement

- Meet with the Parking Advisory Committee. | July 26,2018
- Meet with the City Council – Committee Workshop
- Meet with Maple Jefferson Gateways Master Plan Steering Committee.
- A project web page will be created to host basic project information.
- Notice will be sent to all property owners within 400 ft. of the project area.
- An open house will be held to answer questions from the community.
- Outreach to impacted property owners prior to and during construction.

Maple Street Gateway Briefing Paper Addendum

Maple Street Gateway Project Elements

Design Language: During the Interstate-90 Gateway Master Plan (Maple to Jefferson) process stakeholders identified a preferred design language based on a curvilinear form echoing the river. They preferred elements that had a more urban aesthetic that also draws from the I-90 Architectural Master Plan elements such as a basalt rock, steel, brick and native plantings.

Landscape Improvements: The approach to landscaping will be to have limited areas of plantings that accent corners and other high visibility areas. Elements in landscape pockets will likely include: basalt and river rock mulch, cedar bark mulch, evergreen trees, drought tolerant native shrubs and perennials, and larger basalt and granite boulders. Street trees in tree grates will be added to help create a rich urban boulevard experience.

Hardscape Improvements: Deteriorating sidewalks will be repaired or replaced with walks fitting the downtown street standards. Pedestrian crossings will be examined and, if possible, shortened. The dead end sidewalk on the east side of Maple under I-90 will be removed.

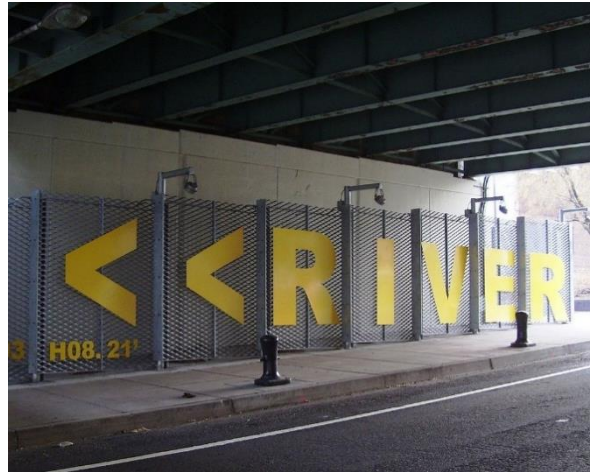
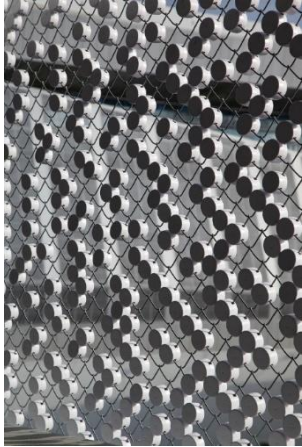
Taking a cue from the recent sidewalk work on Lincoln near Deaconess Hospital, the Gateway will have a brick or paver 'band' at the back of curb that creates a sense of separation from the street. Irrigation and lighting conduit can be run between tree wells under this band to allow easy access for repair work.



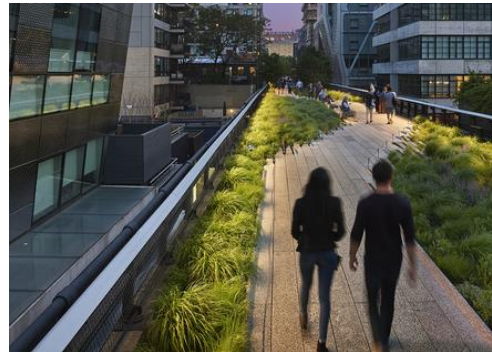
Art Tower: The purpose of the art tower is to create a beacon that conveys a sense of arrival for motorist's entering Spokane via the Maple Street off-ramp on I-90. An iconic art piece (located on the south east corner of Maple Street and 5th Avenue), will welcome visitors and residents alike day and night, while allowing for highway regulatory signage and not serving as a major distraction to drivers on the freeway. For budget / timeline constraints this element may need to be designed by an architectural consultant team rather than an artist team.



Screening Artwork: East of Maple St. under I-90 is a block long gravel parking lot. There is a desire to screen this element from public view. The current proposal is to have a 16 ft. to 20 ft. black vinyl chain link fence installed with imagery displayed on the fence white plastic snaps as depicted below. Another screening option was to have perforated metal panels wrapping around this area with images cut into the metal, but this option may prove too costly. Screening the Abutment wall to the west of Maple St. is another option being considered to reduce areas for camping and graffiti.



Lighting: A new lighting system for the Gateway is envisioned to increase light levels under the viaduct and throughout the landscape, while minimizing glare. Hidden light fixtures will be integrated into artwork, walls, and projected on and through perforated metal panels in a variety of forms and colors. Pedestrian oriented light fixtures would light the path long the south side of 5th Avenue.



Protective & Accent Walls: A protective wall will be required around the art piece to lift it up above where a vehicle could strike. Other accent walls would be used to create interest in the landscape and surfaces to capture light and create a block long entry experience. The current wall concepts are gabions, perforated / corrugated metal, or basalt boulder walls similar to those found within Riverfront Park. The walls cannot have any inviting seating surfaces to deter panhandling and must be 30" or lower as to not create places for hiding. For these reason, the accent walls are likely the first element removed for value engineering.



**All of the elements describe above are subject to change based on budget constraints.*

Memorandum

TO: Council President Ben Stuckart
Brian McClatchey, Policy Advisor

FROM: Mark Richard, President; Downtown Spokane Partnership

DATE: June 1, 2018

RE: Downtown camera and lighting grant

Under City Municipal Code SMC 18.04.010 it has been determined that the BID, in its desire to advance its mission of improving safety and the sense of safety within the PBIA as outlined in both RCW 35.87A shall provide additional information for City Council approval regarding a grant program soon to be offered to BID ratepayers, that was identified in the 2018 BID annual Management Plan adopted by City Council.

- **Purpose and use of the proposed surveillance equipment**

Purpose of the Grant program: The Business Improvement District (PBIA) is a geographically defined area in which property and business owners pay an assessment to the DSP, via the City of Spokane, for the purposes of creating and protecting a clean, safe and vibrant environment that improves the quality of life of residents and visitors as well as the ability to for business owners to operate a successful business in the downtown core.

Cameras and lighting are both recognized as highly effective tools for deterring and identifying perpetrators of crimes and nuisance activity and are recommended elements of Crime Prevention Through Environmental Design (CPTED); particularly after nightfall when stores and commercial businesses are closed and not protected by the natural deterrent elements of CPTED design.

Public facing cameras, signage and lighting will serve as visible deterrents to would-be criminals and to relieve concerns for safety by our visitors in the City's core, who often come from smaller surrounding communities. Additionally, Spokane Police Department recommends the use of these tools for capturing images of criminal activity or those fleeing the scene of a crime. **Type of surveillance equipment proposed to be acquired and used**The grant is intended to offset some of the cost of upgrading or installing video surveillance cameras and or lighting so long as they meet the following standards; , the cameras are outdoor rated and have color night time imagery capability with 1080dp resolution or greater and any lighting meet CPTED standards as approved by Downtown Precinct Police Officer trained in CPTED design.

- Actual or potential privacy and anonymity rights affected (if any) and how will that risk of infringement be minimized and mitigated and what limits on the risk of potential abuse

Footage captured by security cameras captures imagery only of public and/or outdoor spaces; the area being videoed is signed with a notice the area is under surveillance. Imagery captured by cameras will

be initially inspected on site by a BID ambassador or SPD officer to insure they are properly installed and the imagery only consists of those outdoor publicly accessible spaces that are properly signed and will be re inspected on site at least once per year by CPTED trained BID ambassador staff or SPD staff. Owner will be contractually obligated to maintain same public facing view under the terms of the grant.

- **How and when will data be collected and retained and who will have access to any data captured by the surveillance equipment**

The imagery will be required to be stored for a minimum of 30 days and be made accessible by request from a commissioned officer of the Spokane Police Department for the purposes of solving a crime;

Owner must agree to own and maintain all equipment for a minimum of 3 years to be eligible for the grant.

Imagery captured by cameras will be initially inspected on site by a BID ambassador or SPD officer to insure they are properly installed and the imagery only consists of those outdoor publicly accessible spaces that are properly signed and will be re inspected on site at least once per year by CPTED trained BID ambassador staff or SPD staff. Owner will be contractually obligated to maintain same public facing view under the terms of the grant.

recordings of each camera must be preserved for a minimum of 30 days for the purposes of aiding Spokane Police in resolving crimes. The storage system generally will require a minimum of 2 terabytes of memory.

The cameras will be owned and operated by the private party, with the private party paying a minimum of 50% of the expense associated with the system, therefore no public outreach or training will be required. Private owners will be required to provide a contact person who is trained to operate the equipment who shall make copies of recordings available to an authorized SPD agent upon request, solely for the purposes of identifying perpetrators of crimes.

- **How and when will the surveillance equipment be used (i.e., continuously or only under specific circumstances) and will the surveillance equipment be installed permanently or temporarily**

Owner may, at their discretion monitor activity on the cameras real time for the purposes of monitoring for criminal behavior, however, access by the Spokane Police Department will only be historical and for the purposes of solving crime. Security cameras and lighting will be permanently fixed to buildings.

- **Specific location(s) of the proposed surveillance equipment if it is to be affixed to a building or other structure;**

Cameras and lighting will be installed with input from BID ambassador or SPD officer with CPTED training. The intention is for the equipment to be operational 24/7 and will be permanently affixed to the building or approved hard surface.

Locations of cameras eligible for the grant will be externally mounted cameras focused to capture imagery from public sidewalks, streets, alleys and private courtyards that are accessible to the public.

- **Will activity be monitored in real time as data is being captured? To what extent will monitoring of historically recorded information occur?**

There will be no requirements for monitoring the imagery of the security cameras real time, however, the owner may at their discretion utilize security cameras for monitoring activity adjacent to their property for the safety of their tenants and employees. Spokane Police will be provided access to historical data only, and solely for the purpose of solving crimes.

- **What is the public outreach plan for each community in which the department intends to use the surveillance equipment that includes opportunity for public meetings, a public comment period, and written agency response to these comments (i.e., define the community in which you'll be using the equipment, and what efforts have been or will be made for public outreach, comment, etc);**

As a part of this grant, the DSP will advertise two public meetings in the local daily newspaper and provide a 30 day period for written comments by the public. The DSP will respond to any comments within two weeks of the close date for public input and all comments and responses will be posted on the DSP website for 90 days following the response period.

- **Identify the lead department for use of the data captured:**

The DSP will be the lead agency monitoring the use of the grant, annual review of camera location and imagery and compliance with the terms of the grant agreement, however all equipment and stored data will be the property of the property owner(s).

- **A description of whether and how any City department intends to share access to the surveillance equipment or the collected data with any other government entity;**

Access to security cameras will not be shared other than among and within Spokane Police accessing historical data for the purpose of solving crimes.

- **A description of the training to be provided to operators or users of the surveillance equipment.**

SPD and BID staff approving the camera and lighting specs and locations will be CPTED trained. Additionally, private property owners will have one or more dedicated staff person who shall acknowledge receipt of written training on the legal parameters for viewing and use of data captured from security cameras provided by a designated SPD representative.

- **The retention period for any data collected by surveillance equipment;**

Security camera data will be required to be recorded for a minimum and a maximum of 30 days.

- **The methods for storing recorded information, including how the data is to be labeled or indexed, to allow City personnel to search and locate data and determine that data has been properly deleted;**

Data will be stored on an approved hard drive with no requirements for indexing or storage beyond that time frame. Access to that data will only be provided to SPD employees for the purpose of solving crimes. Each hard drive will be set up to automatically tape over previous data after 30 days, which is deemed to be a reasonable time for resolving crimes by SPD representatives.

- **How the data may be accessed, including who will be responsible for authorizing access, who will be allowed to request access, and acceptable reasons for requesting access;**

Beyond use by the property owner for purposes of ensuring their tenants and employees are working in a safe environment, only SPD representatives will be allowed to request access to stored data for the sole purposes of solving crimes. Pre approval for said access by SPD will be authorized as a part of the grant program between the DSP and the property owner.

- **A viewer's log or other comparable method to track viewings of any data captured or collected by the surveillance equipment, including the date, time, the individuals involved, and the reason(s) for viewing the records;**

Beyond use by property owner for purposes of monitoring space immediately adjacent to their property for the purposes of providing a safe and inviting environment for their tenants and employees, a log will be kept by the identified staff person on record in the grant of all requests made by SPD including date, time, location, SPD representative, duration and purpose of the viewing.

- **A description of the individuals who have authority to obtain copies of the records and how the existence and location of copies will be tracked;**

Record of log will be private property and available solely to the DSP and the SPD to ensure compliance with the grant program.

- **A general description of the system that will be used to store the data;**

The storage system will generally be a minimum 2t storage device capable of storing 1080dpi resolution data or greater.

- preferred hiring and procurement program for people with disabilities ¹

¹ Id.

Property owners will be responsible for identifying one or more individuals responsible for ensuring compliance with the grant program management protocols. DSP or SPD staff will conduct an annual review of the viewing logs, visual imagery of each camera, signed acknowledgement of receipt and general understanding of laws pertaining to use of private cameras to capture data on public and private outdoor spaces provided by SPD, signage,

Briefing Paper

Public Safety and Community Health

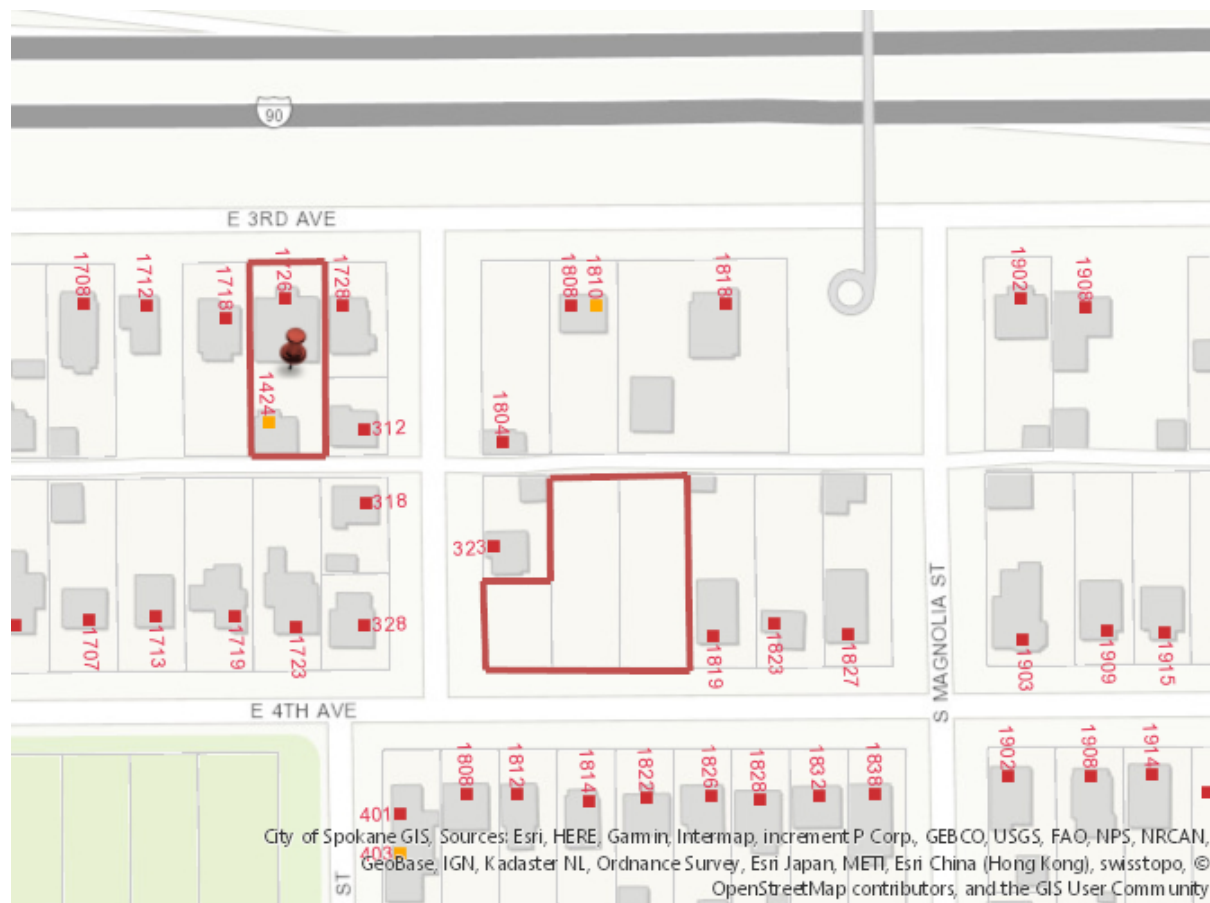
Division & Department:	Fire/IT
Subject:	OPR2017-0356 Annual Subscriptions with ESO Solutions to maintain the incident record management system for the Fire Department.
Date:	7/24/2018
Contact (email & phone):	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History:	
<p>This contract is with ESO Solutions for the annual maintenance and support of the incident record management system. This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.</p> <p>Contract period is for July 21, 2018 through July 20, 2019. Annual cost will be approximately \$76,040.34 (including tax). This is the 1st annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.</p>	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper (Committee Name)

Division & Department:	Neighborhood & Business Services – Community, Housing & Human Services
Subject:	Rose Apartments
Date:	7/18/18
Author (email & phone):	Paul Trautman
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Community Development and Housing Plan
Strategic Initiative:	Affordable housing quality and diversity
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	Moving the historic Rose Apartments out of the North Spokane Corridor freeway project area to preserve HOME and NSP affordable rental housing.
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>In July 2009, the City of Spokane received a federal stimulus Neighborhood Stabilization Program (NSP) grant to assist neighborhoods most impacted by abandoned and foreclosed properties. The East Central Community Organization (ECCO) submitted a successful application to a City NSP RFP that proposed purchase and restoration of the foreclosed, vacant, and dilapidated Cecil-Rose Apartments located at 1724 E 3rd in the East Central Neighborhood. The City subsequently purchased the building at foreclosure sale and entered into agreements with ECCO for property ownership and restoration funding. The property was also placed on the Spokane Historic Register for its architectural significance.</p>	
<p>Executive Summary:</p> <p>The Rose Apartments is located at the western edge of the North Spokane Corridor demolition area. The project considered moving the building prior to renovation. The City controlled nearby vacant land that could accommodate the building. However, consultation with building movers found that moving the Rose Apartments was not possible without demolition of two neighboring houses to create needed working and maneuvering room. Unfortunately, the Dept. of Transportation (DOT) had no timeline for this work although NSP funding had a very short and absolute timeline. Also, DOT was considering new designs that reduced land required to complete the freeway. Therefore, the City and ECCO chose to renovate the Rose Apartments in-place.</p> <p>ECCO proceeded with this \$1,174,404 acquisition and historic renovation project. This project included \$120,000 HOME funds and \$600,000 NSP funds that require at least 15 years of affordable rental housing. The renovation included work to prepare the structure for a potential building move. In October 2012, the Rose Apartments renovation was completed and the building occupied.</p>	

Recently, DOT notified ECCO that they are proceeding with property acquisition and building demolition in the vicinity of the Rose Apartments. Therefore, ECCO and CHHS are now planning the necessary building move, which includes the following steps:

- DOT completes acquisition and demolition of adjacent homes
- ECCO sells Rose Apartments to DOT for appraised value. DOT relocates tenants.
 - CHHS repays STCU construction loan
 - CHHS and ECCO jointly hold balance of sale revenue to be used for building move and reestablishment expenses
 - CHHS suspends HOME and NSP affordable housing requirements
- ECCO purchases Rose Apartments at public auction (minimum \$10 bid with sale to buyer with available land).
- ECCO uses sale proceeds to contract for building move to adjacent ECCO Garden site, including:
 - Secure zoning approval for nonconforming use as historic building preservation
 - Construct foundation and connect to utilities at new building site
 - Move building to the new site and remove all improvements from the old site
 - Create landscaping and onsite parking
- CHHS reactivates HOME and NSP affordable housing requirements.



This building move preserves a historic building and retains 8 units of affordable rental housing. The timeline for the above activities is not yet known. As additional information becomes available, CHHS will update Council and Administration. No action is requested at this time. A 2010 article on the original project is included below for context.

Budget Impact:

Approved in current year budget? Yes No

Annual/Reoccurring expenditure? Yes No

If new, specify funding source: TBD

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? Yes No

Requires change in current operations/policy? Yes No (none at this time)

Specify changes required:

Known challenges/barriers/concerns:

THE SPOKESMAN-REVIEW

April 25, 2010

Building spared despite location

City plans to renovate century-old apartments ahead of move

[Jonathan Brunt](#)

The Spokesman-Review



City Planner Allen Schmelzer, right, and city housing planner Bruce Ainslie inspect the Cecil Apartments on East Third Avenue. The building is in the way of the I-90 expansion, but it has been declared historic.

The price of history

A dozen properties in the way of the North Spokane Corridor were identified as eligible for historic registries.

Most homes bought by the state Department of Transportation are sold to demolition contractors who can tear them down or sell them to those willing to move them to open land. But the dozen historic structures are handled directly by the state. For each historic property it demolishes, the department has agreed to pay the city's historic preservation office \$15,000.

Here is how historic properties have fared so far in the acquisition process.

Purchased or demolished

222 S. Pittsburg St.: Sold in January 2009 and moved.

3312 E. Pacific Ave.: Torn down because no one bid on it at a state auction.

3711 E. Second Ave.: Torn down because of mold problems.

3633 E. Second Ave.: Sold at auction in December and moved.

3807 E. Second Ave.: Sold at auction in February. It's waiting to be moved.

3720 E. Second Ave.: Sold at auction and moved.

3128 E. Sprague Ave. (commercial): Previous owners demolished it.

Not yet purchased:

1726 E. Third Ave., Cecil Apartments: The city owns the building and plans to move it.

2108 E. Third Ave.

2518 E. Third Ave.

2606 E. Third Ave.

318 S. Fiske St.

From the inside, the Cecil Apartments may not seem worth saving.

The vacant building, which turns 100 this year, is in the path of a proposed expansion of Interstate 90 as part of the North Spokane Corridor project. Its ceilings are cracked and caving. The walls are coated with lead paint and filled with asbestos.

But neighborhood leaders say that the original red brick exterior provides an important link to East Central Spokane's past – especially as another freeway project causes hundreds of old homes to be demolished. They also say that except for an addition on the back, the masonry and structure are in good condition.

“It's an authentic piece of Spokane history,” said Kristen Griffin, Spokane's historic preservation officer. “It represents a time and place and knowledge of how to construct a building like this.”

The Spokane City Council recently voted unanimously to add the Cecil Apartments – originally called the Rose Apartments and located at 1726 E. Third Ave. – to the city's historic registry.

Griffin said the colonial revival building that has “Italianate influences” may be the only apartment built in the neighborhood from the era of the city's largest building boom, from 1900 to 1910. Most of East Central is filled with single-family homes.

The city's Community Development Department bought the building, which had been foreclosed upon, at an auction in December for about \$90,000 with federal Housing and Urban Development money, said Paul Trautman, the Community Development Department's housing program administrator. In the coming months, the city will use a federal stimulus grant to gut the eight apartments inside. It hopes to reopen the structure for low-income families even before the state buys the land for the freeway in the next few years.

Then comes the hard part: Lifting the building up and moving it to vacant land the Community Development Department owns a block away.

Before bidding on the building, the city learned that the apartment complex is sound enough to be moved and received a bid of \$260,000 for the work.

“That was one of the ‘Do not pass go’ questions,” Trautman said.

Contractors told the city, however, that the building can't be moved until the houses on each side are torn down. That's why officials decided to renovate the structure before moving it, Trautman said.

The Department of Transportation plans to buy the building and a strip of homes south of I-90 within the next few years. At that time, the city will work to buy it back from the state. The state has agreed to help pay for moving the structure.

Trautman said the city bought the building early partly to prevent further deterioration. The department was one of about a dozen bidders on the property but was the only potential owner interested in saving it. The rest were waiting to be bought out by the state, Trautman said.

The East Central Community Organization Community Development Corp. plans to buy the Cecil from the city once it is moved and operate it. ECCO led the effort to build Friendship Gardens, new affordable apartments for seniors across the street from the East Central Community Center.

Chris Venne, ECCO's chairman, said it's worth the expense of saving the building to help maintain the character of the neighborhood. He said affordable housing advocates should focus on rehabilitating older buildings and constructing new ones.

"It's not either-or," he said. "We need to do both."