

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING
AGENDA FOR MONDAY, January 7, 2019
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 January 7, 2018** in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

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

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

AGENDA

- I. **Call to Order at 1:15 p.m.**
- II. **Approval of Minutes**
 - [December 3, 2018 PSCHC Meeting](#)
- III. **Monthly Reports/Updates – Briefing Papers Only, No Discussion**
 1. [OPO Monthly Update – November 2018](#)
 2. [Photo Red Update \(SPD\)](#)
 3. [January Strategic Initiatives Update \(SPD\)](#)
- IV. **Consent Agenda – Briefing Papers Only, No Discussion**
 1. [North Point Wastewater H2S Mitigation Study and Report \(Public Works\)](#)
 2. [Ecology CWSRF Loan Amendments \(Public Works\)](#)
 3. [Sportsplex Interlocal Cooperation Agreement \(Rick Romero\)](#)
 4. [WSCJTC Interagency Agreement for 2019-2020 BELAs \(SPD\)](#)
 5. [Amendment to Conflict Trading MOU w/ County Public Defender's Office \(Kathy Knox\)](#)
 6. [North East Community Center 2018 & 2019 Operations Contract Amendment \(CHHS\)](#)
 7. [2019 Everybody Counts Campaign Preview \(CHHS\)](#)
 8. [Spokane County Pass-Through Homeland Security Grant \(SFD\)](#)
 9. [Purchase Agreement for Dual Tote Foam Trailer \(SFD\)](#)
 10. [Purchase Agreement for Bullard Thermal Imaging Cameras \(SFD\)](#)
- V. **Strategic Plan Session**
 1. Strategic Priority: Integrated 911/Dispatch
 - NONE
 2. Strategic Priority: Integrated Response
 - Integrated Social Services Pilot Update – Alex Reynolds (10 minutes)
 3. Strategic Priority: Criminal Justice Reform
 - Criminal Justice Reform Initiatives Update – CM Beggs (5 minutes)

4. Strategic Priority: City-Wide Clean & Safe
 - NONE

VI. Discussion Items (as needed)

1. Staff Requests
 - [CHHS Warming Center Utilization Update](#) – Kelly Keenan & Tija Danzig (10 minutes)
2. Council Requests
 - [Spokane Promise Ordinance Discussion](#) – CM Burke (20 minutes)
 - SFD Personnel Safety around House of Charity – CM Kinnear (10 minutes)
 - SPD Vehicle Status Update – CM Kinnear (5 minutes)

VII. Executive Session

1. Sportsplex Interlocal Cooperation Agreement - Discussion

VIII. Adjournment

Next Committee meeting will be February 4, 2019

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 – December 3, 2018

Call to Order: 1:16 PM

Attendance:

PSCHC Members Present: PSCHC Chair CM Kinnear, CM Beggs, CM Burke, CM Mumm, CM Fagan (arrived at 2:24 PM)

Staff/Others Present: Chief Meidl, Asst. Chief Lundgren, Capt. Brad Arleth, Brian McClatchey, Mike Ormsby, Angie Napolitano, Adam McDaniel, Eric Finch, Ed Lukas, Bart Logue, Luvimae Omana, Alex Reynolds, Ariane Schmidt, Patrick Striker, Michele Anderson, Mary Muramatsu, Melissa Morrison, Ariane Schmidt, Linda Graham, Bart Logue, Tija Danzig, Trisha Wolford, SFD Deputy Chief Jay Attwood, Gloria Ochoa-Bruck, Dawn Kinder

Approval of November 5th minutes: Motion to approve by CM Mumm; M/S by CM Beggs. The committee approved the minutes from the November 5, 2018 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

OPO Monthly Report – October 2018

Photo Red Update (SPD): *CM Kinnear noted how many Photo Red incidents occurred in the month of November and asked whether SPD had any explanations for the phenomena. CM Mumm agreed. Chief Meidl said that SPD wasn't ready to present at the current meeting, but said that he would have a presentation on Photo Red prepared for a future meeting. CMs Beggs, Mumm, and Burke have a traffic calming working group set up, and CMs Kinnear and Beggs shared some of their photo red suggestions for the future. Chief Meidl asked if Council wanted information on the top intersections for collisions or what, and CM Mumm clarified.*

Sit and Lie Update (SPD)

Strategic Initiatives Monthly Update (SPD)

Consent Agenda Portion:

STOP Violence Against Women Grant Program (SPD)

WASPC Equipment Grant (SPD)

Spokane County Jail-K9 Narcotic Searches Interlocal (SPD)

SWAT Body Armor Purchase (SPD)

Emergency Mobilization SBO (SFD)

Heavy Equipment Body Repair Services Contracts (SFD)

In Kind Services SBO (SFD)

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

Integrated Social Services Pilot Update – Alex Reynolds

Mr. Reynolds began the update by explaining that the City's lease agreement has been finalized at the S. Arthur location for the EnVision Center. The next step, he said, would be for service providers to begin moving into the space. This will require the City to secure furniture and move it into the location (CHHS obtained donated office furniture and was still searching for a moving company to contract with). Move-in will also require the setting up of a wifi network, as well as identifying a single point person to coordinate operations at the Center, thus lessening the burden on CHHS project staff. Mr. Reynolds explained that the City is working on preparing an intake form for those who visit the center to access services to fill out upon arrival. He also said that project staff members were in ongoing discussion with the Spokane Transit Authority to provide accessible transportation options for those in need to access the EnVision Center. CM Mumm asked about acquiring aged-out service vans that might be donated to the City for use. Mr. Reynolds replied that CHHS was exploring that option, and NBS Director Dawn Kinder confirmed that was the case. CM Kinnear asked whether the Center would provide on-site child supervision. According to Mr. Reynolds, the City is working with Catholic Charities to provide a child supervision program for when parents are accessing services at the EnVision Center.

Strategic Priority: Criminal Justice Reform

NONE

Strategic Priority: City-Wide Clean & Safe

SPD Quarter 3 Performance Measures – Major Olsen

Major Olsen began by passing around packets containing the SPD Q3 performance measure data and presented to the committee from that document. Major Olsen's report reviewed the number of violent crime incidents, which look higher this year as opposed to past year due to new reporting practices that are in effect for the first year at SPD. The report gave specific examples of how these new reporting practices differ from previous years. In many instances, Major Olsen said, the number of incidents had declined from years prior, despite that not appearing to be the case under the new reporting practices. New reporting standards have been officially set now, and will be followed uniformly going forward, which should normalize the data in future reports. CM Mumm asked for some specifics about the new reporting standards versus the old, and Major Olsen clarified that there have been no significant data trends in violent crime data despite the different reporting standards. CM Kinnear asked when the data will normalize; January? Major Olsen answered that January would be a good target, but it might take more months to consolidate the data on specific crimes (especially sex crimes) so that it normalizes under new reporting standards. The report indicated that the number of vehicle thefts, and arrests related to vehicle theft, have both increased slightly, but Major Olsen explained that this is part of a pretty usual cycle regularly experienced by SPD. Major Olsen listed data points in the report regarding criminal court proceedings and the number of suspected offenders who have been released OR, rather than being detained in jail. Regarding this issue, CM Mumm invited all of SPD leadership to attend a meeting with State lawmakers in the coming weeks to make property crime supervision programs a statewide criminal justice priority. She explained that this data provided by SPD would help state lawmakers understand the issues related to supervision facing Spokane and make apparent the need for statewide action. CM Beggs also raised the issue of needing pre-trial supervision, in addition to the statewide work on post-incarceration supervision for convicted property crime offenders.

Major Olsen then turned his report to a review of individual criminal cases. He detailed a couple of auto theft cases to give an idea of how such cases are handled through the criminal justice system and the courts, as well as the results when convicted offenders are released with Dept. of Corrections supervision. Major Olsen explained how these cases demonstrated the need to supervise offenders after release from incarceration. The report provided an overview of calls for service statistics, which are slightly up from last year (officer responses are also up significantly as well, which is a result of recent hires of new officers making an impact in the community). Major Olsen gave an overview of officer-initiated incidents, which are also up from recent years, but the number of arrests remains constant despite this increase in police interactions with community members. CM Kinnear asked if this was a result of more proactive policing enabled by better officer staffing numbers. Major Olsen and Chief Meidl agreed that it was. The report also provided a response time breakdown by priority of calls (Priority 1-3). Finally, Major Olsen provided an overview of use-of-force incidents. He invited Director MacConnell up to clarify some points on use-of-force incidents, as well as complaints made against SPD personnel. CM Mumm asked if there are different categories complaints. Director MacConnell ended the briefing by stating that there are categories, and the most frequent category of complain concern officer conduct and a lack of response to a call.

DISCUSSION ITEMS

Staff Requests:

SRHD “Policy Partner” Presentation Part II – Gloria Ochoa-Bruck & Linda Graham

Gloria Ochoa-Bruck introduced Linda Graham from the Spokane Regional Health District to go into the specifics of the “Policy Partner” tool, as she was only able to give a brief introduction to it during the November PSCHC meeting. Ms. Graham explained that Policy Partner is an equity-based, objective policy analysis tool that can measure the various impacts of certain policies all judged by the same, consistent criteria. The tool’s primary objective is to identify and avoid unintended consequences in the policy-making process. Policy Partner also has to be an efficient tool, so its final version is a balance between in-depth policy research tool and an expedient one that informs policy-makers in a timely fashion. Policy Partner focuses on basic “social determinants” like socioeconomic status, overall health, etc., and is broken down into ten different domains, each of which contains a number of factors (80 different factors total are included in the tool). A list of all these domains and factors was included in printed-out literature that Ms. Graham distributed to committee members. Policy Partner relies on a scoring mechanism with numerous scoring definitions: positive, neutral, negative, and “don’t know.” SRHD’s review committee is tasked with consistently and objectively applying the tool to proposed policies to judge the proposal’s equitable health and wellness impacts. Ms. Graham took the issue of “housing” as an example and showed how the Policy Partner tool could be applied to the issue. CM Mumm asked about the composition of the review committee and whether it has different members depending on the issue that the policy under review applies to. Ms. Graham responded that the committee always is composed to give it the broadest expertise relevant to the issue at hand. The committee’s composition can and will changed depending on the issue. The tool uses some mathematical algorithms to give a percentage “health impact” and “equity” scores [90% or above is about an “A” grade, while policies that score below 50% are usually considered “F” policies]. If a policy generates a lot of “don’t know(s)” when the tool is applied, then it suggests more research on the policy is likely required. Right now, Policy Partner is being used exclusively in internal considerations at the SRHD, but the goal is to make it available to all interested local governmental entities, including the City.

CM Beggs asked about its application to policies that might advantage one group of constituents versus another based on their political preferences. Ms. Graham concluded the briefing by explaining that she'd have a better idea in a few weeks, when the tool is applied to a helmet-requirement policy related to the Bikeshare program.

Human Resources Medical Expenses SBO – Christine Cavanaugh

Director Cavanaugh gave two primary reasons for why the HR department will be over budget for medical expenses for the year 2018: (1) confusion over definitions, and (2) under-budgeting. She requested that Council approve an SBO to allocate additional funds to pay these medical expenses. CMs Mumm and Beggs asked whether this SBO would be budget-neutral overall for 2018. Director Cavanaugh answered in the affirmative and thus ended the discussion.

Council Requests:

City-Authorized Utility Vehicles Ordinance – CM Kinnear & Mary Muramatsu

Ms. Muramatsu explained the basic elements of the proposed ordinance. It would create a legal status allowing for certain utility vehicles to access public roads, rights-of-way and public property, a status which currently is absent from the SMC. CM Beggs asked what types of vehicles specifically qualify as "utility vehicles." Ms. Muramatsu said any kind of vehicle could qualify depending on its use for utility purposes, and said that the most common types of vehicles are Gators and other types of motorized carts. Provisions of state law do already allow for designations of utility vehicles to be authorized on specific types of public properties, and Mark Richard of the Downtown Spokane Partnership suggested that this designation be created in SMC as allowed under the RCW. City Legal agreed that this would be possible and accordingly composed the ordinance, which CM Kinnear agreed to sponsor. Ms. Muramatsu then explained some of the specific attributes that a vehicle would need to have to be considered a "utility vehicle." She further explained the definition of "Incidental Use" included in the proposal, which had been changed from previous versions of the ordinance. CM Mumm asked if Legal considered a possible utility vehicle's weight, and cited her concerns over the use of utility vehicles on bridges that have their own specific weight requirements. Ms. Muramatsu replied that she would follow up on that and could add new language in the ordinance to address the issue, if needed. CM Mumm responded with a clarifying question asking what types of services are generally provided by "utility vehicles"; Ms. Muramatsu listed a number of such services. CM Mumm then asked about operator requirements and indicated her support for more stringent requirements for training and experience of potential utility vehicle operators to gain authorization under the ordinance. CM Mumm mentioned one final concern: the assumption that utility vehicles should be allowed on sidewalks. She suggested carefully reviewing any policy that would allow such vehicles on sidewalks, where, she said, pedestrians ought to always have the right-of-way. Ms. Muramatsu acknowledged that this concern was in mind when the proposal was written, but said that there can be more discussion on the implementation of specific policies in practice. CM Kinnear suggested making this ordinance's implementation a pilot project, but CM Mumm doubted if that would be necessary. She instead wanted to read more into specific City policies before deciding. In closing, both CMs Mumm and Kinnear agreed that speed limits for utility vehicles need to be explored going forward.

Firearm Surrender Orders Discussion w/ SPD – CM Beggs

SPD Captain Brad Arleth came up to present on SPD's handling of firearms surrenders. He said that the overall firearm surrender caseload is handled by two SPD detectives working in the Domestic Violence Unit. Firearm surrender orders make up a very small portion of the DVU's cases. Capt. Arleth explained that domestic violence order violations overall had decreased in 2018 compared with prior years, but

said that violations of any kind of domestic violence order remains a significant concern for SPD. Capt. Arleth then provided an overview of the RCW definitions for when Firearms Surrender Orders apply. He explained that there were 111 such cases to that point in 2018 and that jurisdiction over these cases often overlapped with Spokane County law enforcement. He also detailed some of the possible scenarios that commonly occur in domestic violence cases that determine when, if and how the court implements Firearms Surrender Orders. Capt. Arleth made very clear SPD's position that domestic violence defendants must be kept in pretrial custody and are not released OR. Thus far in 2018, he said, SPD had served 53 Firearm Surrender Orders resulting in the confiscation of 116 firearms by police. This shakes out to roughly 5 orders per month with about 7.8% of Firearm Surrender Orders going unserved. CM Beggs asked if SPD had enough personnel to handle serving Firearm Surrender Orders. Capt. Arleth responded that it did not, and that the detectives currently working on such cases are overwhelmed attempting to serve Firearm Surrender and other types of orders all falling into the DVU's caseload. CM Beggs followed up by asking if SPD had the minimum capacity to serve these orders, and Capt. Arleth replied in the affirmative, but said he'd like to be able to devote more staff time to serving them in an ideal world. CM Mumm asked if there was anything the State of Washington could do help ease this problem, as she has a meeting with State lawmakers on public safety issues coming up (same meeting referenced earlier in the meeting). Capt. Arleth indicated SPD's preference that new State regulations on law enforcement activities are accompanied by state funding to help local law enforcement come into compliance. CM Beggs ended the conversation by thanking Capt. Arleth for compiling the report. He said he was satisfied with the information he'd received.

SBO for SPD Confidential Funds – CM Beggs

CM Beggs wanted to learn how SPD's confidential funds are used in joint operations with State and Federal law enforcement agencies. Major Olsen began by explaining that SPD self-funds most all of its own operations. Usually, he said, SPD will do an operation on its own, and bring in State and Federal agencies if it yields results that might be best addressed with State/Fed agencies. CM Beggs asked if SPD impress funds go toward paying for State/Fed law enforcement operations in Spokane. Major Olsen responded that they do not. CM Kinnear asked if SPD ever gets its impress funds back from the State. Major Olsen replied in the affirmative, and said that there are multiple ways for SPD to recover those funds. CMs Kinnear and Beggs assured Major Olsen that he could proceed in bringing SBOs pertaining to impress funds forward to Council after this meeting with no difficulty.

OPOC-Requested SMC Amendment – CM Beggs

The OPOC has requested an amendment to the SMC concerning investigations into SPD conduct. Chief Meidl stressed that it's important to him that there is language in the code to protect against false reporting and false allegations against his officers. The Chief went into detail about one IA review case he presided over concerning officer conduct where he had to bring charges against the complainant for falsely making serious allegations against an SPD officer to the OPO. He said he encourages the public to make complaints against officers in order to improve SPD and its actions, but he wants protections for his officers in that process against false reporting. When false allegations could potentially ruin an officer's entire career, he stressed the need for a fair process. CM Beggs said he was satisfied with that.

OPO Database Accessibility Concern from Center for Justice – CM Beggs

The Center for Justice raised concerns that OPO employees were not being given access to certain SPD databases and asked for SPD's position on new collective bargaining language (negotiations over which are ongoing) to address the issue. The committee decided to push off most of the significant discussion over this matter for an Executive Session later in the afternoon so as to avoid discussion sensitive bargaining information in a public setting. CM Beggs then asked for SPD's policy preference on allowing

OPO access to these databases. Chief Meidl said his preference would be against allowing this access and said he defers to City Legal's judgment to protect the City from liability. City Attorney Ormsby clarified a few of the issues, setting the stage for further discussions in the Executive Session. CM Beggs asked if the OPO Commissioners had ever had access to these types of databases in the past. Mr. Ormsby said he wasn't sure, but said he had raised concerns in the past over improper use of SPD database information by OPO Commissioners.

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Adjournment: CM Kinnear adjourned the meeting at 2:37 PM. The next PSCHC meeting will be held Monday, January 7, 2019.

Attachments/Briefing Papers:

September 10, 2018 PSCHC Meeting Minutes

Property Crimes Initiative Project Charter

Frontier Behavioral Health Contract

Federal Civil Immigration Enforcement on City Property Ordinance & Briefing Paper

Respectfully submitted by:

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

December 12, 2018

Public Safety & Community Health Committee Report

Reporting Period: November 1-30, 2018

Snapshot of Activities		Monthly	Year to Date
Community Outreach			
OPO	Total Community Events and Meetings	2	99
OPOC	Community Outreach / Activities	11	85
Commendations		1	3
Complaints			
	Received Complaints	3	60
	Referred Complaints	5	46
Contacts		110	1426
Case Review			
	Request for Further Investigation	4	12
	Investigations Certified / Concurred	11	57
	Declined Certifications	0	4
	Special Cases Reviewed	14	161
Interviews			
	OPO Interviews	7	170
	IA Interviews	13	135
Training		2	35
Critical Incidents		0	1
Mediations			
	Conducted	1	3
	Declined	0	1
Recommendations		0	5
Other Activities			
SPD Related	Meetings / Contacts	34	279
	Review Boards	2	35
	Closing Meeting	0	1

1. Outreach

a) OPO

- i. Wishes and Wine for Wishing Star (11/8)
- ii. OPOC Meeting (11/13)

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

- i. Diversity Training – City Hall (11/1)
- ii. Gonzaga Meeting (11/2)
- iii. Excelsior Meeting and the Bail Project (11/8)
- iv. Whitworth Presentation (11/9)
- v. OPOC Meeting (11/13)
- vi. Whitworth Presentation (11/15)
- vii. Gonzaga Meeting (11/16)
- viii. SIA Board Meeting (11/26)
- ix. Daigle Law Use of Force Summit (11/27)
- x. Diversity Training – City Hall (11/29)
- xi. Gonzaga Meeting (11/30)

2. Commendations / Complaints

a) Received

- i. **OPO 18-60 – Demeanor:** Complainant stated that officer repeatedly told her that they were going to hang up on her and said that she was wasting their time.
- ii. **OPO 18-61 – Demeanor / Inadequate Response:** Complainant stated she felt she had been dismissed by the officer who had responded to her domestic violence call. The officer asked her roommate if she was over reacting.
- iii. **OPO 18-62 – Harassment:** Complainant stated that his work vehicles are allegedly targeted consistently by an officer.
- iv. **Commendation:** Letter from Bart to Chief Meidl for Officer Lyons

b) Referred

- i. **IR 18-45** – Complaint regarding the Clean Team and their disposal of a homeless persons belongings – Kate Burk
- ii. **ER 18-46** – Complaint regarding the Clean Team and their disposal of a homeless persons belongings – Downtown Spokane Business Partners
- iii. **IR 18-46** – Complaint had concerns regarding how an assailant of his was not charged with a crime. – Spokane Valley PD
- iv. **ER 18-47** – Complainant states that an unknown SPD officer (possible SCSO Deputy) is giving out personal information about her – SCSO
- v. **IR 18-48** – Complainant states that an unknown SPD officer (possible SCSO Deputy) is giving out personal information about her - IA

3. Case Review

- a) C18-039 – Investigation Certified
- b) C18-044 / OPO 18-24 – Investigation Certified
- c) C18-048 / OPO 18-26 – Investigation Certified

- d) C18-050 / OPO 18-28 – Request further investigation / Investigation Certified
- e) C18-052 – Request further investigation
- f) C18-057 / OPO 18-34 – Investigation Certified
- g) C18-069 / OPO 18-40 – Investigation Certified
- h) C18-072 / OPO 18-44 – Requested further investigation / Certified
- i) C18-074 – Requested further investigation / Investigation Certified
- j) C18-076 / OPO 18-50 – Investigation Certified
- k) C18-095 / OPO 18-60 – Investigation Certified
- l) C18-097 / OPO 18-62 – Investigation Certified

4. Special Cases Reviewed

- i. 5 Use of Force
- ii. 3 Pursuit
- iii. 5 Collision
- iv. 1 K9 Deployment

5. Activities

- a) OPO staff members participated/engaged in the following other activities:
 - i. Mayor’s Quarterly Meeting (11/1)
 - ii. PSCHS Meeting (11/5)
 - iii. SCSO Citizens Academy (11/5, 11/12, 11/19)
 - iv. Quarterly Police Advisory Committee Meeting (11/15)
 - v. Constitutional Use of Force Training (11/19)
 - vi. Leadership Spokane Gala Planning (11/1, 11/27)
- b) SPD related
 - i. 26 meetings/contacts with IA
 - ii. 10 meetings/contacts with SPD
- c) OPO met with/had contact with OPO Commissioners/Staff:
 - i. OPOC Legal Counsel Hession on 11/2
 - ii. Commissioner Kelley on 11/7
 - iii. Commissioner Kelley on 11/7
 - iv. OPOC Legal Counsel Hession on 11/7
 - v. Commissioner Smith on 11/8
 - vi. Commissioner Rose on 11/12
 - vii. OPOC Legal Counsel Hession on 11/27
 - viii. Commissioner Smith on 11/29
 - ix. Commissioner Rose on 11/29
- d) OPO met with/had contact with City Council members/staff:
 - i. Council Member Stratton 11/7
 - ii. Council Member Stratton 11/26
 - iii. Council Member Stratton 11/26
 - iv. Council Member Stratton 11/28

6. Next Steps

- a. End of year wrap up

b. Budget Follow-up for FT Administrative Specialist Position

Briefing Paper (Committee Name)

Division & Department:	Police Department / Traffic Unit
Subject:	Photo Red / Speed
Date:	Jan 5, 2018
Contact (email & phone):	William Workman 342-5893 wworkman@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 January 2019.</p> <p>Statistic for Photo Speed / Red for the time frame of NOV 16th, thru DEC. 15th, 2018.</p> <p>There were 1,266 violations on the photo red system from NOV. 16th thru DEC. 15th, 2018. There was 77 more violations than we had for the same time period in 2017.</p> <p>From NOV. 16th thru DEC. 15th there have been 826 speed violations. During the same time frame in 2017 there were 945 issued, that is 119 less violations. Finch Elementary had 249 and Longfellow Elementary had 577 violations.</p>	
<p>Executive Summary: Photo RED</p> <ul style="list-style-type: none"> • Freya and Third was the highest with 245 violations. • Hamilton and Mission was the second highest with 155 violations. • Browne and Sprague was the third highest with 116 violations. • Browne and Third was the fourth highest with 107 violations. <p>Executive Summary: Photo Speed Summary</p> <p>We are still on target for starting the warning period on two new school zones Jan 7 through Feb. 5th. Going live Feb. 6th 2019. Training dates have been set for City Prosecutors, LE, Municipal courts, City Streets.</p>	
<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>	



SPOKANE POLICE DIVISION
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
January 2019 Report

Public Safety and Community Health Committee Briefing
January 7, 2019

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

Chief Meidl and Sheriff Knezovich,

I wanted to personally thank both of you and your organizations for the support that was shown to our employees today through the Critical Incident Support Management teams that came onsite this morning [**SPD Officers Dave Daddato and Dean Draper, Chaplain Mickey Tuter**]. **Chaplain Ed Hoffman** was able to pull together a fantastic team from the city and county to walk us through the debriefing of the onsite shooting that occurred. The feedback from the employees that participated has been positive. While this event is still raw and very difficult for some to process, we are on the path of healing because of the program conducted by your officers. Additionally, the instant response and professionalism of the officers that were on site Tuesday morning was extraordinary.

-J. M.

My daughter and wife were involved in a collision. **SPD Officers Bradley Lewis** and [**Corporal**] **Erin Blessing** responded and were on scene almost immediately. I would like to commend both officers for the courtesy and compassion they extended to my family members during this very stressful incident. My thanks again to Officers Lewis and Blessing.

-R. K.

Chief Meidl,

I wanted to send an email and tell you how much I appreciate the help we received from the Police Chaplains Department two weeks ago when my father passed away at home. **Chaplain Ed Hoffman** came to my parents' house and walked us through what our options were and how to handle the situation. This was our first time dealing with this in our family and it was very overwhelming. Ed was the most compassionate and helpful person I have ever come in contact with. I can't tell you how much help and guidance he gave us. When you have to deal with a situation like this, you are not always in the best state of mind but people like him make it so much easier. I just wanted to thank you for having this service available and tell you how great Ed was. Thank you so much.

- M. G.

[Records Shift Supervisor Mardee Ellis and Records Day Shift.]

I can barely start on putting into words how thankful I am for your supervision of my students [college student practicum experience.] You and your team are awesome! Willing to go above and beyond expectations. You and your team is just amazing. Thank you for your support.

-H. H.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Selected Excerpts of Internal Commendations and Kudos to Employees

I wanted to send an email to recognize outstanding performance tonight of **Dispatchers Pam Pruitt, Dena Ardillo, Scott Leslie** and **Dakota Block**. Around 2000, Fire called and asked for units to respond to a suicidal male threatening to jump out the window. Officers arrived and it quickly turned into a stand-off situation where Hostage Negotiators were called out. Dakota did a great job on the initial set up of responding officers. Pam took over the call and ended up working it until they took the subject into custody at 0200. During this time we had a shooting call on the north side of town where someone had fired shots into the air; this call turned into a SWAT stand-off situation which Scott did an excellent job handling. Dena was working during this time and the PACT team came up with a stop that turned into a foot pursuit. The teamwork in the room was fantastic and attitudes throughout the night were excellent. You all definitely kept things running as smoothly as possible. I wanted to let you all know how much I appreciate your hard work.

-Police Dispatch Supervisor Marie White

Teresa [**Officer Teresa Fuller**],

Great job on showing initiative and leadership by proactively going out to track this suspect vehicle. But for your actions, this person may have never been held accountable for the damage they caused. Job well done! [Officer Fuller found the male who was arrested in connection to a hit and run collision downtown, causing life-threatening injuries. The male was booked into jail for Felony Hit and Run and Vehicular Assault.]

-Police Chief Craig Meidl

"I had a great opportunity to go on a ride-along with **Officer Cory Lyons**. We spent nearly seven hours together and I found him to be courteous, professional, and extremely competent in his work. Officer Lyons handled several situations during this shift to include a trespass case with a transient camp, an assault call near the House of Charity, a felony assault in progress involving transients, and a traffic accident. Officer Lyons impressively handled these sensitive situations while on scene and provided significant attention to investigation and follow up. His level of knowledge and dedication to proactive enforcement became evident as he spent all of his unencumbered time patrolling and pointing out different areas of concern and explaining what he was looking for. He reacted quickly and efficiently, and was polite and reasonable with everyone we encountered. Officer Lyons proved to be effective and patient as he worked to de-escalate situations quickly while he managed to extract the relevant information while still remaining considerate of emotional situations."

-Police Ombudsman Bart Logue





SPOKANE POLICE DIVISION

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Internal Affairs Unit Update

January 1 through November 30, 2018 Commendations and Complaints

Commendations Received: **Total: 108**

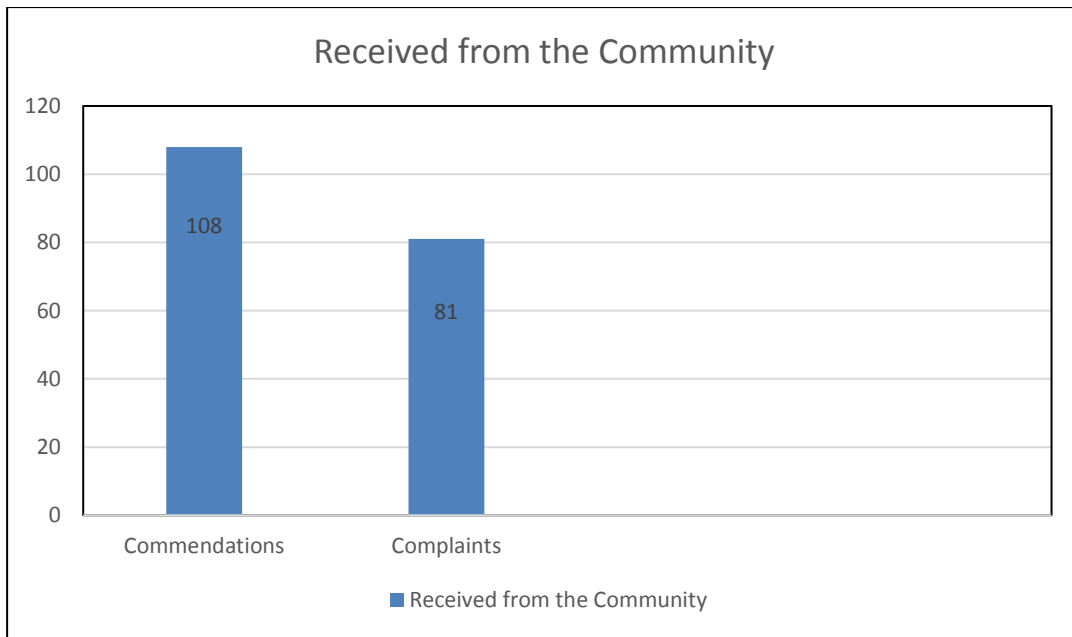
Complaints Received: **Total: 99 (81 from community)**

Closed Out as Inquiries: 16 (As of November 30, 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: 59
Received by the Spokane Police Department	Total: 40
Internally Generated by the SPD	Total: 18
Generated by the Community	Total: 81





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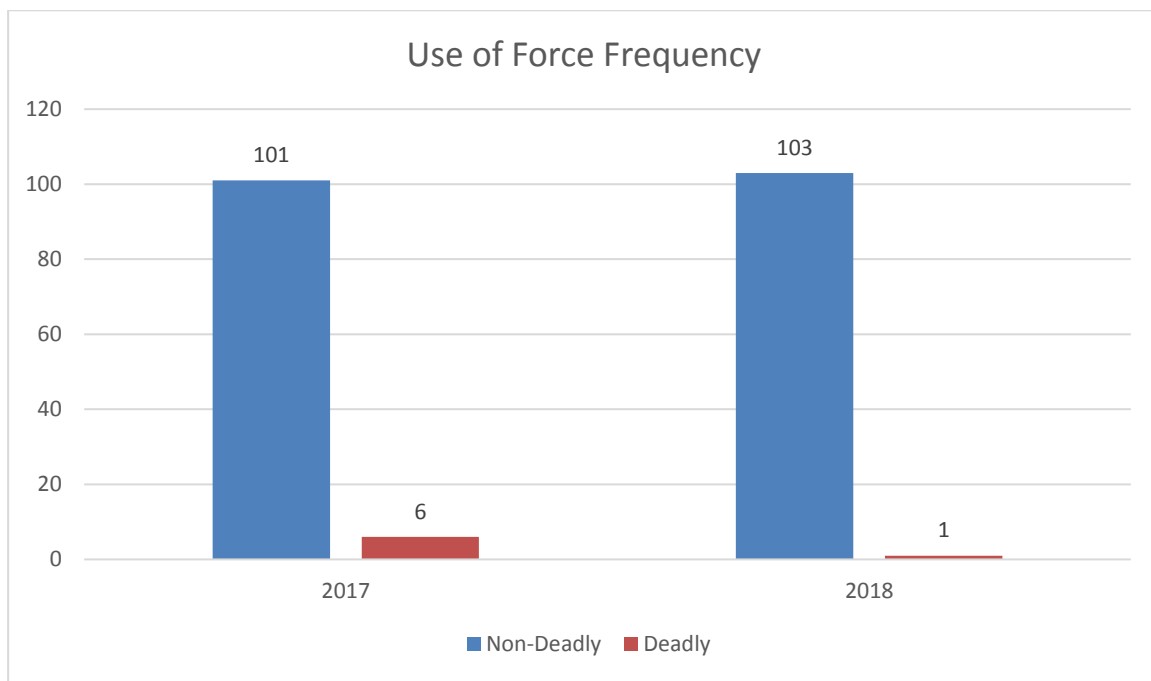
Use of Force Update

2018 Non-Deadly Reportable Use of Force Incidents

From January 1-November 30, 2018, there were 103 non-deadly use of force incidents, including 29 K9 contacts and 74 other (e.g., TASER, neck restraint). In 2017 during this period, there were 101 non-deadly use of force incidents.

2018 Deadly Use of Force Incidents

From January 1-November 30, 2018, there was one deadly force incident. In 2017 during this period, there were six deadly use of force incidents.



Officer-Involved Shooting Incidents Update (through October 30, 2018)

2018

Incident 2018-20045627 (Under SPD Administrative investigation)

Incident 2018-20045627 occurred on March 12, 2018, in the 5300 block of North Regal. The Spokane Investigative Regional Response Team (SIRR) completed the criminal investigation. The Prosecutor ruled the shooting was justified. The SPD internal investigation is ongoing.





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Items of Interest

SPD Recruiting Video

Thanks to Dean Percy from Spokane Fire Department, the SPD recruiting video is now complete and available at this link (displays best on Chrome):

<https://vimeo.com/spokanefire/review/295921784/ea562e769>

Precinct Highlights

North Precinct Highlights

Outreach Event: Sleigh Bells in Corbin Park with Santa and Mrs. Claus



The Spokane C.O.P.S. Mounted Patrol (including Neighborhood Resource Officer Traci Ponto) offered wagon rides at Historical Corbin Park on December 2, 2018. Over 1000 people attended the event, which offered pictures with the horses and Santa.

31 volunteers and over 220 volunteer hours went into the event. Mounted Patrol Unit Volunteers made the event a huge success! New Mounted Patrol volunteers Richard and Venesa Cameron are the owners of Triple C Shires. Venesa had a dream to have Santa handing out toys to kids from their wagon. They consulted with Emerson Garfield Neighborhood Council and made some minor adjustments to the plan.

Thirteen MPU Volunteers handling traffic control were stationed at every entry point in to the park. Wagon rides started half way in the park and completed a .4 mile ride before disembarking and loading more folks for the last .4 mile. Retired SPD Officer and C.O.P.S. volunteer Brenda Yates ran the traffic controllers while





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Officer Ponto ran the park itself. Triple C Shires came with two draft teams. The second team were available for people to visit the horses, with the help of two volunteers.

Although the event was originally scheduled for 12:00-2:00 pm, volunteers soon realized they would not be able to accommodate everyone waiting in line if they ended the event at 2:00 pm. Instead, they changed out the teams at 2:00 pm and ran for another 2.5 hours until they finished the lines.



A Mounted Patrol Volunteer operated a free refreshment station with coffee, cocoa and cider donated by Spokane C.O.P.S.

SPD Records Supervisor Marissa Butler and her husband staffed a booth to share information about the Mounted Patrol Unit.

COPS Horse Trainer Nate sang carols with the kids.

Volunteer Mary Charbonneau and her husband have experience serving as the Official Santa for Gonzaga, Children's Miracle Network, and Sacred Heart Children's Hospital. The Charbonneaus lent their expertise and served as Santa and Mrs. Claus at the event. They came with their own 10x10 tent and throne and Jill the Elf, who did a phenomenal job interacting with the kids. Officer Traci Ponto provided the photographer (Thank you Sean Ponto). Sean took over 360 pictures, displayed on our FRIENDS of COPS Mounted Patrol Facebook site. Mike Busby and retired Corporal John Moore also took many pictures.

Mounted Patrol Volunteers handed out free stuffed animals for the kids getting their pictures taken. One of the volunteers was dressed as Elsa from the movie "Frozen" and was a big hit with the kids!

The City of Spokane, Spokane Police Department, Spokane C.O.P.S., Spokane Parks and Recreation, Spokane Parks Foundation, and the Monroe Street business district advertised the event, along with multiple flyers, word of mouth advertising, and C.O.P.S. MPU Facebook page.



What a fantastic event and excellent partnership between so many organizations! The Mounted Patrol Unit credits the success with the 25 new volunteers that joined the organization since September and the dedication of its members.



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Photo credit: Mike Busby, photographer for the Mounted Patrol Unit

Joint Effort to Help West Central Family—“It Takes a Village”

When Neighborhood Resource Officer Traci Ponto responded to a call in the West Central neighborhood, she ran into a man she knew from previous contacts. The man was now in a rough situation, raising his two young children alone after the death of his wife. He was currently homeless and living in a van with the kids. Officer Ponto helped him secure housing, assisting him with the application process and donating her personal funds to help with the application. C.O.P.S. Mounted Patrol Unit volunteers are covering three months of rent and another anonymous donor is covering two months of the security deposit. Several SPD units collaborated to help the family. The Criminal Intelligence Unit acquired the apartment furnishings (beds, crib, dining room table, couch, chairs, TV, kitchen appliances) as well as a Christmas tree. When the family got into the apartment, everyone jumped into action and Officer Ponto brought in her truck and trailer to make the move. The Targeted Crimes Unit provided muscle to move everything. The Community Outreach Unit donated toys and Christmas presents for the family. The Mounted Patrol Unit is providing the family a Christmas dinner as well.

Proactive Work

Officer Dale Wells worked for several months on a nuisance house at the 2400 block of N Calispel along with the PACT Team and Patrol. Judge Plese signed a Warrant of Abatement and Order on the Motion for a Preliminary Injunction and Warrant of Abatement in Superior Court on November 20. The house has since been cleared out and boarded up with “No Trespassing” signs stating the City of Spokane will arrest anyone trespassing on the property. The neighborhood should be much quieter and pleasant for everyone to enjoy with the nuisance removed.





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South Precinct Highlights

Proactive Work

South Precinct staff collaborated with Neighbors on Patrol (NOPS) to check parking lots and shopping centers to thwart vehicle prowling and provide crime prevention tips. Precinct Staff also submitted a holiday safety tip sheet to area businesses.

KREM 2 recently focused on Detective Mosman's proactive work with local businesses.

Teen stole alcohol from South Hill stores that don't use theft prevention, police say

Detective Mosman thought locking up liquor might deter sales. But he found that wasn't the case.

<https://www.krem.com/article/news/local/spokane-county/teen-stole-alcohol-from-south-hill-stores-that-dont-use-theft-prevention-police-say/293-620952979>

Outreach

The South Precinct adopted a family in the East Central neighborhood to provide Christmas gifts.

Downtown Precinct Highlights

Addressing Issues

- The Downtown Precinct began daily NRO walk-throughs of River Park Square Mall on Black Friday and will continue through the end of the year.
- Downtown Precinct staff met with a downtown business owner regarding Chronic Nuisance agreement compliance.

Ongoing Collaboration

- Community Court team process meetings
- Downtown Security Group meetings
- Planning group meetings for Spokane's planned Mental Health Crisis Stabilization Facility (MHCSF)
- Planning group meetings for Spokane's EnVision Center
- Downtown Spokane Partnership (DSP) Ambassadors/Downtown Precinct NRO monthly joint roll call.
- DSP/DTP leadership meeting monthly meeting
- WSU Violence Against Women grant team meeting
- Spokane Continuum of Care board meeting
- Downtown Spokane Partnership Business Improvement District board meeting
- Joint Browne street viaduct cleaning with Geiger work crews and Downtown Spokane Partnership every Tuesday.
- Homeless Huddle meetings and service provider meetings





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Outreach Update



Youth Outreach Participation

SPD's Youth & Police Initiative (YPI) is an early intervention and prevention program that works to build trust in law enforcement while reducing stereotypes. The program began in 2014, and SPD has since held almost 50 sessions throughout the Spokane area. The sessions take place in different settings including high schools, community centers, and teen homeless shelters. As of December 2018, over 550 teens have graduated from YPI, and more than 150 officers have participated in the program.

The most recent session took place in late November/early December at Lewis and Clark High School.

Community Outreach Unit Summary

- Arlington Elementary (11/19)
- SCPC Meeting at ECCC (11/20)
- Coordination of Services at Juvenile Court (11/26)
- Outreach at Eastern State Hospital (11/27)
- YPI Session (11/27-12/5)
- Excelsior Student Outreach (11/28)
- SAC School Outreach (11/30)
- Outreach at Holmes Elementary School (11/30)
- Outreach at Crosswalk Youth Shelter (11/30)
- Presentation with Special Needs class at Ferris High school (12/4)
- World Relief Dinner (12/5)
- Presentation at media seminar (12/6)
- Meeting at Gonzaga Prep High School (12/6)
- Meet with students at Grant Elementary (12/6)
- Crosswalk Youth Shelter outreach (12/7)
- Youth and the Force presentation at Juvenile Detention (12/7)
- Meeting at Ferris High School (12/10)
- Meeting at Rogers High School (12/11)
- Peer Support Training (12/11)
- Outreach at PRIDE Prep School (12/11 and 12/12)





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- YPI Hockey Night (12/12)
- Police Activities League discussion at Northeast Community Center (12/17)
- NAACP Meeting (12/17)
- West Spokane Wellness Partnership meeting (12/18)
- Spiderman movie with kids from Martin Luther King Center (12/19)
- Evergreen Club member meeting (12/19)
- Outreach at Eastern State Hospital (12/20)
- Youth and the Force presentation at Juvenile Detention (12/20)
- Outreach at Excelsior (12/21)
- Outreach at Eastern State Hospital (12/28)

Holiday Outreach

SPD enjoyed participating in several holiday charity events:

- Salvation Army's Clothe-a-Child at JC Penney, November 28 and 29
- Helpers and Heroes event at Target, December 9



Above: Chief Meidl, Graveyard Shift Patrol Officer Plunkett, and Day Shift Patrol Officer Fisher with youth at Helpers and Heroes.



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Below, South Precinct Captain Tracie Meidl, Graveyard Patrol Officer Rich Meyer, and North Precinct Neighborhood Resource Officer Scott Hice at Clothe-a-Child.



Below, Admin Specialist Angie Napolitano, Captain Tracie Meidl, Emma Meidl, Chief Meidl, Director Jacqui MacConnell, and Assistant Chief Justin Lundgren volunteer at the Union Gospel Mission.



Community Member Training

Community Safety Presentations

Sergeant Preuninger and Detective Brasch delivered several presentations on personal safety:

- Active Threat training to Delta Kappa Gamma Teachers group on November 17, 2018.
- Site assessments and Active Threat Training presentations to teachers and staff at several schools (4th Memorial, Three Crosses, and Trinity Baptist) on November 26, 2018.





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Enhancing the Survival Mindset (ESM) Road Show classes

Throughout the year, SPD has provided dozens of ESM Road Show presentations in the community, teaching over 1000 individuals in various organizations such as:

- Disability support groups
- Medical providers
- Worksite training providers
- Convenience store workers
- Churches and temples
- Schools and universities
- Businesses
- International student programs
- Service organizations (i.e., Rotary)
- News stations
- Social service agencies
- Homeless shelters
- Mental health agencies
- Youth development programs (i.e., Youth Leadership Spokane, Girl Scouts)
- Yoga studios

The ESM Road Show presentation is very interactive and covers topics of situational awareness, pre-planning, work place safety and self-defense. It is designed to enhance our safety in all arenas of our lives. The class lasts one to two hours and is free of charge. PowerPoint presentation capability is needed at presentation sites.

Noteworthy News

Officers play guitar with citizens outside Starbucks on Division [This was Downtown Neighborhood Resource Officer Casey Jones.]

<https://www.krem.com/article/news/officers-play-guitar-with-citizens-outside-starbucks-on-division/293-619125357>

Mounted Patrol brings wagon rides, Santa to Corbin Park

The Spokane C.O.P.S. Mounted Patrol event was a hit.

<http://www.spokesman.com/stories/2018/dec/02/mounted-patrol-brings-wagon-rides-santa-to-corbin/>

45-year-old Spokane officer proves it's never too late to change careers

KXLY highlights Officer Tim Schwering's decision to leave police administration to become an officer.

<https://www.kxly.com/news/45-year-old-spokane-officer-proves-it-s-never-too-late-to-change-careers/912102263>



Briefing Paper

Public Safety and Community Health

Division & Department:	Public Works, Integrated Capital Management
Subject:	North Point Wastewater H2S Mitigation Study and Report
Date:	January 7, 2019
Author (email & phone):	Eric Lester; elester@spokanecity.org , x6894
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability; Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Utility 6-Year Comprehensive Plan, Marion Hay Intertie (WWM-2012-277)
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	<i>Analyze North Point wastewater subsystem to include the force main pump system and flow efficiencies for existing and estimated future growth flows; determine cost effective mitigation methods to reduce hydrogen sulfide (H2S) conditions; produce a report on findings.</i>
Background/History: <i>The North Point wastewater subsystem, specifically the force main pump facility located at East Holland Avenue and North Colten Street, has been identified as problematic due to the generation of H2S gas conditions at the pump station and the force main’s outfall near North Nevada Street and East Lyons Avenue. The gas that is produced is both odious to the general public, and can create a noxious environment for the City’s wastewater maintenance work crews. High H2S conditions also contribute to accelerated corrosion to the wastewater piping/pumping infrastructure.</i>	
Executive Summary:	
<ul style="list-style-type: none"> • <i>Council to review and approve proposed consultant contract (< \$75K) January 2019.</i> • <i>Bring consultant under contract; begin work February 2019 to analyze the North Point wastewater subsystem.</i> • <i>Analysis shall include model effluent flow and H2S gas concentration and then determine cost effective H2S mitigation solutions.</i> • <i>Analysis and solutions will be presented in report with estimated contract completion in May 2019.</i> • <i>Upon completion of report, City shall determine appropriate action to implement H2S mitigation solution based on commissioned report.</i> 	

Budget Impact:

Approved in current year budget? Yes No

Annual/Reoccurring expenditure? Yes No

If new, specify funding source: n/a

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

Specify changes required: n/a

Known challenges/barriers: n/a

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Ecology CWSRF Loan Amendments
Date:	1/7/19
Contact (email & phone):	Mark Papich (mpapich@spokanecity.org , 625-6310)
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)	Six Year Capital Improvements for Wastewater Management
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve loan amendments to increase loan amounts to match actual construction costs.
Background/History:	
<p><i>The Digester No. 3 project at Riverside Park Water Reclamation Facility is being funded through an Ecology CWSRF Loan (WQC-2015-Spokane-00038). This amendment increases the funding from \$15,203,822 to \$15,888,022 for an increase of \$684,200. This increase is to capture change order costs that have occurred during construction.</i></p> <p><i>The Riverside Interceptor Protection (I-07) Project is being funded through an Ecology CWSRF Loan (WQC-2017-Spokane-00018). This amendment increases the funding from \$4,200,000 to \$4,906,690.69 for an increase of \$706,690.69. This increase is to capture change order costs that have occurred during construction.</i></p>	
Executive Summary:	
<ul style="list-style-type: none"> • Ecology CWSRF Loan amount for RPWRF Digester No.3 will be increased by \$684,200. • Ecology CWSRF Loan amount for Riverside Interceptor Protection (I-07) will be increased by \$706,690.69. 	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: <i>Match requirement for most of the grant programs. Match will be programmed through the arterial street fund, and will be updated in the 6-Year Street Program</i>	
Operations Impact:	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Mayor's Office
Subject:	ILA (contract) with City, PFD, Parks for Sportsplex
Date:	12/31/2018
Contact (email & phone):	Rick Romero (509) 590-6500
City Council Sponsor:	Ben Stuckart, Lori Kinnear,
Executive Sponsor:	City Administrator, City Attorney
Committee(s) Impacted:	Urban Experience
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)	The Sportsplex is a key component of the Joint Strategic Plan and the two-year Community Investment Plan, both of which were adopted unanimously in December 2017.
Strategic Initiative:	Optimize Public Assets, Regional Collaboration, Public Amenities
Deadline:	January 7, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Completion of Interlocal Agreement which will commit land and funding to the PFD for the construction of the \$40M Sportsplex.
Background/History: This project is the result of a tremendous Regional Collaboration effort between the City of Spokane, Spokane Parks, Public Facilities District, Sports Commission, Hotel/Motel Association and Spokane County to bring land and funding for the regional Sportsplex on the North Bank. This project is a significant catalyst project for the North Bank development and was a key component of the Joint Strategic Plan and the Strategic Investment Plan adopted in December of 2017. These actions were followed up by the Council adoption of the \$5M Special Budget Ordinance in 2018 which allocates funding.	
Executive Summary:	
<ul style="list-style-type: none"> • <i>3 party agreement between City, PFD, Parks</i> • <i>\$5M from Strategic Investment Fund for partnership funding</i> • <i>Activates underutilized North Bank Land from Parks</i> • <i>Resolves City Lawsuit and partnership funding for acquisition/demolition/clean up</i> • <i>Addresses significant environmental remediation adjacent to river and park</i> • <i>Catalyst project for North Bank redevelopment</i> • <i>Connection and expansion of North Bank of Riverfront Park and Regional Playground</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 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 Healthy Committee)

Division & Department:	Police Department
Subject:	2019-20 BLEA (Basic Law Enforcement Academy)
Date:	January 7, 2019
Contact (email & phone):	Jennifer Isaacson, 625-4056
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 Plan- Make sustainable financial decisions that support strategic goals.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve WSCJTC Interagency Agreement Approve SBO for additional revenue and expense
Background/History: The Spokane Police Department has held two basic law enforcement academies a year for WSCJTC (Washington State Criminal Justice Training Commission) for the last few years. We have negotiated a new interagency agreement that outlines responsibilities of each agency and payment to SPD to conduct the academies for 2019-2020.	
Executive Summary: <ul style="list-style-type: none"> • Two-year interagency agreement between WSCJTC and SPD beginning January 1, 2019 through December 31, 2020 to conduct basic law enforcement academies on behalf of WSCJTC. • WSCJTC will reimburse SPD for BLEA Commander, TAC Officer, and instructors, as well as EVOC training. • An SBO will be requested for \$133,000 in order to account for additional overtime for instructors and wages and contractual items for EVOC not previously budgeted in the 2019 budget. 	
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: Proposed SBO 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: None	



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

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

A. Duties of WSCJTC:

- 1) **Management and Oversight** – Manage and oversee the daily operations of the Washington State Basic Law Enforcement Academy (BLEA) that will be hosted at the SPD Training Academy.
- 2) **Appointment of a BLEA Commander** – WSCJTC shall accomplish this management and oversight through a BLEA Commander that WSCJTC selects and appoints. The BLEA Commander must be Criminal Justice Training Commission certified and approved by WSCJTC.

a) **Payment for BLEA Commander**

WSCJTC shall reimburse SPD the full salary of the SPD sergeant appointed to the position of BLEA Commander, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as BLEA Commander. WSCJTC will only reimburse when the Basic Law Enforcement Academy and Equivalency Training is in session. An

additional up to 3 weeks reimbursement may be granted for pre and post academy work. WSCJTC shall pay said reimbursement amount upon submission by SPD of a monthly invoice to WSCJTC at 19010 1st Avenue South, Burien, WA 98148.

3) Payment for TAC Officer

WSCJTC shall reimburse SPD the full salary of the SPD officer appointed to the position of TAC Officer, if selected from SPD personnel, including all benefits and all increases to said salary or benefits during the period of that person's service to WSCJTC as TAC Officer. WSCJTC will only reimburse when the Basic Law Enforcement Academy and Equivalency Training is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work. WSCJTC shall pay said reimbursement amount upon submission by SPD of a monthly invoice to WSCJTC at 19010 1st Avenue South, Burien, WA 98148.

4) Provision of Materials, Services and Supplies

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

B. Duties of SPD:

1. Provide the BLEA Commander

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

a) Administrative Duties of BLEA Commander

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

1. Manage and supervise TAC Staff and all instructors participating in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
2. Liaison with SPD staff (i.e., Academy Lt., Sgt, full-time staff etc.)
3. Manage and oversee budget.
4. Manage and oversee equipment and Inventory of purchase(s).

b) Instruction Responsibilities of BLEA Commander

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

1. Providing classroom instruction in assigned subjects.
2. Creating written and practical exercises relating to classroom instruction.
3. Writing test material.
4. Researching/updating classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams
7. Assisting and coordinating practical training exercises.
8. Suggesting revisions to academy programs and curriculum.

2. SPD's Employment Obligations to the BLEA Commander

a) **Personnel Rights** - SPD agrees to extend to the BLEA Commander, if selected from SPD personnel, all rights, privileges and benefits attendant to and resulting from the BLEA Commander's employment by the City, including any and all promotional opportunities otherwise available to them. SPD further agrees that upon completion and conclusion of the BLEA Commander's service under this contract, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, the BLEA Commander will be returned and reinstated to SPD at the same or equal commissioned rank or position held prior to the commencement of this Agreement.

b) Covenant to Provide Medical/Health and Worker's Compensation Benefits

SPD agrees to extend to the BLEA Commander, if selected from SPD personnel, medical/health and worker's compensation benefits and other compensation in the event of injury, illness or death, to the same extent and in the same manner as if such injury, illness or death had occurred during work assignment in and for SPD as a City employee.

3. Provide a TAC Officer

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

a) Instruction Responsibilities

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

1. Providing classroom instruction in assigned subjects.
2. Creating written and practical exercises relating to classroom instruction.
3. Writing test material.
4. Researching/updating classroom instruction and teaching materials.
5. Tutoring/counseling recruit officers.
6. Grading exams
7. Assisting and coordinating practical training exercises.
8. Suggesting revisions to academy programs and curriculum.

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

4. SPD's Employment Obligations to the TAC Officer

- a) **Personnel Rights** - SPD agrees to extend to the TAC Officer, if selected from SPD personnel, all rights, privileges and benefits attendant to and resulting from the TAC Officer's employment by the City, including any and all promotional opportunities otherwise available to them. SPD further agrees that upon completion and conclusion of the TAC Officer's service under this contract, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, the TAC Officer will be returned and reinstated to SPD at the same or equal commissioned rank or position held prior to the commencement of this Agreement.

- b) **Covenant to Provide Medical/Health and Worker's Compensation Benefits**

SPD agrees to extend to the TAC Officer, if selected from SPD personnel, medical/health and worker's compensation benefits and other compensation in the event of injury, illness or death, to the same extent and in the same manner as if such injury, illness or death had occurred during work assignment in and for SPD as a City employee.

5. SPD to Provide Facilities

SPD will provide the necessary facilities to successfully conduct the 720 hour BLEA academy. Such facilities include, but are not limited to:

1. Office Space for a full-time WSCJTC BLEA Commander. This will

include, but not limited to:

- a. Office Phone
- b. High Speed Internet connection
- c. Office furniture

6. SPD to Provide EVOC Training

SPD will conduct Emergency Vehicle Operation Course (EVOC) training as prescribed and or adopted by the WSCJTC and shall make necessary equipment and instructional resources available for such purpose.

- a. The part-time services of the EVOC Coordinator shall be reimbursed at a rate of \$55.00 per hour not to exceed \$3000 per month. Exceptions to exceed this are: Actively teaching a course within this contract that equals 40 or more hours and is at least one week in length. For this exception the rate of \$55.00 per hour will be paid for actual teaching time. In addition, the Commission will reimburse for travel, meals, and lodging according to current State of Washington reimbursements rates. The Commission shall pay said reimbursement amount upon submission by the City of Spokane of a monthly invoice to the Commission.
- b. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
- c. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Commander and the WSCJTC EVOC Training Program Manager.
- d. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder, which is in addition to the expenses included in 8b.
- e. SPD shall effect necessary replacement or repair in the most economical and available manner.

7. SPD to Provide Part-Time Instructors.

WSCJTC will reimburse SPD from a single bill for the payment of part-time instructors, (previously paid under individual contracts by WSCJTC through the A-19 process). SPD will bill WSCJTC per BLEA Academy for instructors. This fee shall be based upon the rate of \$55 per hour for DT suit actors and \$40 per

hour for all other instructors, plus Retirement and FICA benefits.

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

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

1. Instructor Name
2. Subject trained (Defensive Tactics, Patrol Beat Mocks, Firearms, Impact Suit Performer, and Wet Lab etc.)
3. Hours worked
4. Dollar amount

C. Additional TAC Staff

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

II. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for 2 years (January 1, 2019 — December 31, 2020) (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

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

IV. BILLING PROCEDURES

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

All invoices shall be submitted to:

WSCJTC
Attn: Tara Berlin

19010 1st Ave S
Burien, WA 98148

V. RECORDS MAINTENANCE

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

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

VI. RIGHTS IN DATA

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

VII. INDEPENDENT CAPACITY

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

VIII. MODIFICATION

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

IX. TERMINATION

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

X. TERMINATION FOR CAUSE

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

XI. DISPUTES

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

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

XII. GOVERNANCE

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

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

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

XIII. ASSIGNMENT

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

XIV. WAIVER

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

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

XVII. CONTRACT ADMINISTRATION

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

The Interagency Administrator for WSCJTC is:

Name: Tara Berlin
Title: Contract Specialist
Address: 19010 1st Ave S Burien, WA 98148
Telephone: (206) 835-7352
Email: tberlin@cjtc.state.wa.us

The Interagency Administrator for SPD is:

Name: Mark Griffiths
Title: Lieutenant
Address: 2302 N. Waterworks Spokane, WA 99212
Telephone: (509) 742-8110
Email: mgriffiths@spokanepolice.org

XVIII. SIGNATURES

X

Sue Rahr
Executive Director

X

Craig Meidl
Chief of Spokane Police Department

Briefing Paper

Public Safety and Community Health

Division & Department:	Stand Alone Departments/ Public Defender
Subject:	Amendment to MOU with County Public Defender
Date:	1/2/19
Contact (email & phone):	kknox@spokanecity.org ; 835-5972
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Public 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 Plan To make the best use of available resources in coordination with other criminal justice departments.
Strategic Initiative:	Criminal Justice Reform / Jail reduction
Deadline:	At Council in January, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	
<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>For many years, the City Public Defender’s Office and the Spokane County Public Defender’s Office have had a Memorandum of Understanding on a conflicts trading agreement, for cases in either office that have a legal conflict of interest. It includes the trading by the County to the City of some Class C felony work in exchange for the County taking more misdemeanor conflicts from the City. This has been done without the exchange of any funds. There has been discussion to expand the felony role at the City Public Defender’s Office in exchange for funds. Now, one of our attorneys will take on a half-time felony caseload, and continue to represent city clients charged with domestic violence as he has in the past and his prior non-DV caseload would be handled by a temp seasonal attorney working three days per week. That attorney will be paid with funds received from the County.</p> <p>There will be discussion with city Human Resources and Civil Service of the possible creation of a Public Defender III job classification, for the attorney handling the felony half caseload and for the lead attorney in Community Court. Those discussions are on-going.</p>	
<p>Executive Summary:</p> <p>This is an Amendment to the City Public Defender/County Public Defender MOU for the City to take on the responsibility of a half felony caseload in exchange for \$72,000 and electronic access for two people to Superior Court files, and the City would have the other half of his existing caseload handled by a temp. seasonal attorney, and paid with the funds received from the County.</p>	

Budget Impact:

Approved in current year budget? Yes No N/A

Annual/Reoccurring expenditure? Yes No N/A

If new, specify funding source:

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

Revenue generating: \$72,000 plus two licenses for access to superior court files

Operations Impact:

Consistent with current operations/policy? Yes No N/A

Requires change in current operations/policy? Yes No N/A

Specify changes required: Possible change to a Public Defender III classification

Known challenges/barriers:

YEAR 2019 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year, -- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

H. The County Public Defender shall send six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's Office \$6,000 per month (at the rate of \$1,000 per case) for a total annual amount of \$72,000. With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. It is the intent of the parties that the cases sent by the County Public Defender to the City Public Defender will be mostly Class "C" felonies and Class "B" felonies. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for a support person's use.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2019 through December 31, 2019, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the

City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: _____

David Condon
Mayor, City of Spokane

Dated: 1-3-19




Thomas Krzyminski, County Public Defender
Spokane County Public Defender's Office

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

2018-1100-324A1

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Neighborhood and Business Services
Subject:	North East Community Center (NECC) 2018 & 2019 contract amendment
Date:	03 JAN 2019
Contact (email & phone):	Alex Reynolds 509-6256147
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PSCHC
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 Plan: diversity, most vulnerable, affordable services, public amenities, arts and culture.
Strategic Initiative:	Safe and Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract for NECC operations and The Zone project are amended for 2018 and 2019 to reflect the City's committed funding levels for the Zone Project.
Background/History: Neighborhood and Business Services collaborated with NECC to leverage City funding in obtaining matching funds for the Zone Project. The money committed by the NBS is necessary to obtain the matching funds for the Zone Project.	
Executive Summary: <ul style="list-style-type: none"> • In 2017, NECC was awarded an amended amount of \$50,000 to assume operational backbone support for The Zone Project (TZP); \$125,904.50 operations contract, \$50,000 TZP for a total award of \$175, 904.50. • The zone project hire was delayed to Dec 2017 altering funding requirements/needs for 2017-original target for hire was Aug 2017. • During this transitional period, City Council approved \$70,000 for the Zone Project funding for 2018 operational year. • Because the Zone Project hire/relaunch was delayed it was discussed that funds allocated for use in 2017 (\$50,000) and ½ of the proposed 2018 \$70,000 City Council allocation (\$35,000) would be combined for a total of \$85,000 fully funding TZP for 2018 • In an Oct 2018 meeting with Kelly, Dawn, Amber and Dave Richardson, about a matched commitment of \$85,000/year from the City of Spokane through 2021. City funds will help to leverage an additional \$450,000 from The Ballmer Group. • 2019 projected allocation for TZP from the City of Spokane-\$85,000. 	
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 and Community Health Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
Subject:	Everybody Counts Campaign
Date:	January 2, 2019
Author (email & phone):	Tija Danzig (tdanzig@spokanecity.org ext. 6052)
City Council Sponsor:	
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" 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 Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	January 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is updating the Public Safety and Community Health Committee on the Everybody Counts Campaign.
<p><u>Background/History:</u> The CHHS Department conducts a yearly Everybody Counts Campaign, which includes a donation drive, outreach to our homeless population, and a one-day count (Point-in-Time Count) of those experiencing homelessness in Spokane County. As a recipient of federal and state funds supporting homeless services, our community is obligated to conduct PIT Counts annually. The data collected through the surveys of both those who are sheltered (living in emergency shelters or transitional housing) and unsheltered (staying out of doors or places not designed for habitation including vehicles, streets, parks and abandoned buildings) act a snapshot census and provides valuable information that is used for funding requests, program design, and support services.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • This year’s Point-in-Time Count will center around where people sleep on January 24th. • More than 30 local agencies will participate in the 2019 Point-in-Time Count, including social service and housing providers, healthcare providers, faith-based organizations, outreach professionals and local governments. • Volunteers are recruited and trained by CHHS staff in order to ensure everyone who participates is fully prepared to participate. There are five trainings offered that include information on how to use the Counting Us mobile data collection tool, volunteer roles and responsibilities, expectations of the PIT Count, safety and security, and available resources. This is also an opportunity for volunteers to ask questions about the entire Everybody Counts Campaign, including the donation drive that launched in early November and that helps connect necessary winter clothing items with people who need them. • Data for the PIT Count is derived from several sources, including: the City of Spokane’s Homeless Management Information System (HMIS) database and surveys collected by trained volunteers entered into a mobile data collection tool, Counting Us. The strategies used to 	

collect data differ based on sheltered versus unsheltered locations.

- The sheltered PIT Count is conducted on the night of the designated PIT count date. Shelters that participate in the HMIS database verify that data is accurate for those staying in their shelters. Non-HMIS participating shelter providers are provided with trained volunteers to assist with data collection on the night of the PIT count using the Counting Us mobile data collection tool.
- Data collection for the unsheltered PIT Count continues for seven days. Teams of trained outreach workers visit known locations where those experiencing homelessness are likely to be in order to conduct the survey, provide supplies and information to them, and engage directly with those that are experiencing homelessness. The list of unsheltered locations is updated annually and is based on the cumulative knowledge and input of local social workers and outreach teams that regularly work with the homeless population. In addition to these unsheltered locations, surveys are also conducted at known meal sites, food banks, and other service locations that operate on a set schedule throughout the week (e.g. only on Tuesdays and therefore would not be open on the day of the Count but may be the only site someone frequents).
- The results of Everybody Counts are an estimate of the number of people experiencing certain categories of homeless in our community. The Count methodology includes strategies for maximizing accessibility and County-wide coverage, as well as reasonable methods of de-duplication and preventing/reducing instances where people might be counted more than once.
- After all data is collected, CHHS staff spend time de-duplicating records and compiling the reports that are submitted to the Department of Housing and Urban Development (HUD) and other interested parties.

Budget Impact:

Approved in current year budget? Yes No

Annual/Reoccurring expenditure? Yes No

If new, specify funding source:

Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? Yes No

Requires change in current operations/policy? Yes No

Specify changes required: None.

Known challenges/barriers: None.

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire																																
Subject:	Homeland Security Grant																																
Date:	12/31/18																																
Contact (email & phone):	Jay Atwood (X7095), jatwood@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org Ryan Reding (X7020), rreding@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)	Acceptance of pass-thru grant from Spokane County on behalf of the Department of Homeland Security for donated equipment that will be used by the City's technical rescue team.																																
<p>Background/History: Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</p> <p>The City took custody of the following equipment, which was purchased by Spokane County as part of Homeland Security grant (EMW-2017-SS-00101-S01):</p>																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>USAR Exfil SAR Helmet</td> <td style="text-align: center;">24</td> <td style="text-align: right;">269.94</td> <td style="text-align: right;">7,048.67</td> </tr> <tr> <td>Hydrافusion Strut Kit</td> <td style="text-align: center;">2</td> <td style="text-align: right;">2,887.00</td> <td style="text-align: right;">6,282.11</td> </tr> <tr> <td>Light USAR Rescue Strut System</td> <td style="text-align: center;">1</td> <td style="text-align: right;">33,395.00</td> <td style="text-align: right;">36,333.76</td> </tr> <tr> <td>12"x12" Hinged Base w/Anchor</td> <td style="text-align: center;">4</td> <td style="text-align: right;">468.40</td> <td style="text-align: right;">2,038.48</td> </tr> <tr> <td>96" Raker Rail</td> <td style="text-align: center;">2</td> <td style="text-align: right;">740.00</td> <td style="text-align: right;">1,610.24</td> </tr> <tr> <td>Misc</td> <td style="text-align: center;">Various</td> <td style="text-align: center;">Various</td> <td style="text-align: right;">6,647.09</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">59,960.35</td> </tr> </tbody> </table>		Item	Quantity	Unit Cost	Total	USAR Exfil SAR Helmet	24	269.94	7,048.67	Hydrافusion Strut Kit	2	2,887.00	6,282.11	Light USAR Rescue Strut System	1	33,395.00	36,333.76	12"x12" Hinged Base w/Anchor	4	468.40	2,038.48	96" Raker Rail	2	740.00	1,610.24	Misc	Various	Various	6,647.09				59,960.35
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Misc	Various	Various	6,647.09																														
			59,960.35																														
<p>Executive Summary:</p> <p>New federal grant from the Department of Homeland Security, passed thru from Spokane County. The County purchased and donated technical rescue equipment to the Spokane Fire Department valued at \$59,960.35.</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: Homeland Security Grant</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) No matching required</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>																																	

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase of Dual Tote Foam Trailer
Date:	January 7, 2019
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	As soon as practical to avoid annual price increase.
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase foam trailer and bulk foam in accordance with the Department of Ecology grant agreement with the goal of enhancing SFD capabilities on volatile fuel incidents.
<p>Background/History: Council approved SBO C-35666 on August 13th, 2018 for SFD to purchase a dual tote foam trailer. The Department of Ecology will reimburse the City via grant funding. The original cost estimate for this trailer was \$94,000. Text of the PSCHC DOE Grant briefing paper included here for reference:</p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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. 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).</i></p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Cost Savings – SFD is requesting purchase authority up to \$70,000 for the purchase of the dual tote foam trailer. Competitive bidding has reduced the cost for the dual tote foam trailer from the original estimate of \$94,000 to \$65,075. SFD is requesting up to \$70,000 to cover a potentially minor annual cost increase as well as flexibility in selecting nozzle options that are dictated by the use of new, environmentally friendly foam. Municipal Emergency Systems (MES) was the winning bidder. Bid includes (1) A Chemguard Defender Series, dual tote trailer (2) 550 gallons of foam included with the trailer, (3) an additional 250 gallons of foam for training. • Environmentally responsible – The Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) purchased with the trailer is an environmentally friendly (Universal Green) type of AR-AFFF that is used on large hydrocarbon spills and fires. 	

Budget Impact:

Approved in current year budget? Yes No N/A

Annual/Reoccurring expenditure? Yes No N/A

If new, specify funding source: DOE reimbursement

Other budget impacts: (revenue generating, match requirements, etc.) None

Operations Impact:

Consistent with current operations/policy? Yes No N/A

Requires change in current operations/policy? Yes No N/A

Specify changes required: None

Known challenges/barriers: None

Briefing Paper (Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase of Bullard Thermal Imaging Cameras
Date:	January 7, 2019
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	As soon as equipment can be ordered – pricing is current through 1/28/2019.
Outcome: (deliverables, delivery duties, milestones to meet)	Meets SFD goal of equipping new Fire Apparatus with upgraded equipment.
Background/History: The SFD has budgeted SIP funds with each new apparatus purchase to equip fire apparatus with upgraded equipment. Thermal Imaging Cameras are an important tool that fire crews use to search for victims as well as searching for fire extension within wall and void spaces. Thermal cameras currently in use have reached the end of their useful service life.	
Executive Summary:	
<ul style="list-style-type: none"> • \$50,000 annual purchase limit will be exceeded – SFD recently spent \$39,200 in October 2018 to purchase (4) Bullard Thermal Cameras to equip recently purchased fire apparatus. SFD plans to purchase an additional (5) cameras to equip additional new apparatus. This current purchase combined with the previous purchase will exceed the \$50,000 annual purchase limit and therefore requires Council approval. • GPO Pricing – Cameras are purchased through LN Curtis, the exclusive authorized distributor of Bullard Thermal Imaging Cameras in the State of Washington, using GPO pricing. • Two Approval Options – Though SFD only <i>requires</i> funding approval for (5) Thermal Cameras at this time, SFD is requesting funding approval beyond what is needed for these (5) cameras. In the event (1) or (2) additional cameras might need to be purchased within the 12 month period due to irreparable damage or loss, SFD would not have to occupy the Council's time for additional purchase authority. SFD would prefer Option 2. <ul style="list-style-type: none"> ○ Option 1 – Council Approval for expenditure not to exceed \$48,999.98. Current cost for (5) Thermal Cameras, inclusive of tax, is \$48,999.98 ○ Option 2 – Council Approval for expenditure not to exceed \$70,000.00. SFD is requesting approval to spend up to \$70,000.00 which would cover the cost of up to (2) additional Thermal Cameras for a total of (7) cameras. This \$70,000.00 amount is inclusive of anticipated cost increases and sales tax. 	
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: SIP	
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: None	
Known challenges/barriers: None	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
Subject:	Warming Center Utilization
Date:	1/2/19
Author (email & phone):	Kelly Keenan (kkeenan@spokanecity.org / 625-6056)
City Council Sponsor:	
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" 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 Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational Briefing on Warming Centers Utilization

Background/History:

The City is supporting a Warming Centers program during the 2018-19 winter season. This brief provides an update on warming center and shelter utilization.

Executive Summary

In addition to supporting increased hours of operation at Hope House Night shelter and Women’s Hearth Day Shelter, the Warming Centers program for winter 2018-19 provides added indoor nightly capacity at five sites for up to 275 people:

- Open Doors Shelter (capacity for 30 additional people in households with minor children, staffed by Family Promise)
- 527 South Cannon (capacity for 40 adults, staffed by the Guardians Foundation)
- Salem Lutheran Church (capacity for 60 adults, staffed by the Guardians Foundation)
- Westminster Church (capacity for 25, targeted to young adults age 18-24, staffed by the Guardians Foundation)
- 213 E. Ermina (capacity for up to 120, staffed by The Salvation Army)

Through the second half of November and December the Open Doors, South Cannon, Salem, and Westminster Warming Center sites came online as funding was approved, staff were hired and sites were prepped. The 213 E. Ermina site is expected to open during the first week of January. Planned capacity levels at each site were set with regard to maintaining safety and dignity, and a minimum staff to client ratio of 1:20, with at least two staff persons on site at each location at all times during operating hours.

Prior to the Warming Centers starting to open, the City began tracking nightly utilization of several night-by-night shelters in the community, including the night-by-night shelters supported by the City and some shelters that are supported privately but provide a significant portion of shelter capacity available to the community. Starting in mid-October, the City requested that staff at these shelters provide nightly utilization updates after the night-time check-in process. The shelters included in this tracking have been:

- House of Charity – Men
- House of Charity – Women
- Family Promise Open Doors – Households with Children
- Hope House – adult women
- UGM Crisis Shelter for Women and Children
- UGM Men’s Crisis Shelter
- Crosswalk (minor youth, under 18)

The following points summarize utilization as reported at the shelters above and the City-supported warming center sites through 1/1/19.

- The Open Doors Shelter was at capacity 23 of the 35 days from onset of reporting until they expanded services as a Warming Center on 11/19/2018. Since then, there has been available space for families. However, they have been at capacity for their original number of families and have been utilizing space from their expanded capacity to meet the need.
- It took 4 days for the Cannon Street Warming Center to get up to capacity from the time it opened, and has been at capacity for 26 of the last 32 days. Similarly, it took 5 days for Salem Lutheran Warming Center to get up to capacity from the time it opened, but has been at capacity 11 of the last 26 days. Some days, however, both of these Warming Centers have exceeded posted capacity.
- Since the Cannon and Salem Warming Centers opened and reached capacity, there has been increased availability at both House of Charity and Union Gospel Mission. Based on this, it might be inferred that people have moved from staying at the shelters and are now staying at the Warming Centers. Assessment of check-in data to confirm this is ongoing.
- Westminster Church recently came online as a Warming Center for young adults. Getting the word out about this service has been slow due to the timing of the opening and the holidays. As such, this site has not been utilized yet. Staff working at the Cannon and Salem warming center sites have indicated that there are people in the 18-24 age bracket accessing the warming centers, but that the late opening at the Westminster site (9pm, which was a request specified by the Church in consideration of other activities occurring at the facility) may be causing some to choose The Cannon and Salem sites where there is availability earlier in the evening. Information on the targeted availability at the site has gone out to youth and young adult serving agencies, who believe it will move towards capacity soon.
- According to reports from the Warming Centers, approximately 20-25% of those staying at the Cannon and Salem sites have been women. Over the 78 days of reporting, House of Charity’s overnight space for women has only been at capacity 2 days since reporting began.
- Sleeping for men at House of Charity had been at capacity for 45 of the 47 days of reporting before the Warming Centers came online. However, they have only been at capacity 14 of the 31 days of reporting since the first Warming Center opened.

- Capacity reports being received are snapshots taken sometime after the evening check in process. Some sites, and particularly our warming center sites, may have additional clients come in, or exit throughout the night.
- Shelter capacity reports were initially coming into CHHS staff, who were then forwarding the information to SPD. Recently, this process has shifted so that the capacity reports are going directly to SPD where staff who are on night shift and can receive and distribute.
- Occasionally, staff at the shelters do not send reports. In these cases, we assume the shelter was at capacity for that night.
- Hope House night shelter is understood to reach capacity and turn clients away every night, and thus are not sending nightly reports. In the event those conditions change, they will begin sending nightly reports.
- Crosswalk Shelter has overnight capacity for minor youth most nights, and has licensing that requires parental/guardian consent for overnight stays.
- The Guardians Foundation is providing transportation to and from some of the warming center sites, and to meal sites in the mornings—transportation has never been provided has part of a city-supported warming centers program prior to this season.
- A storage pilot, in association with some of the warming center sites is also in development and slated to launch later in January.

Staff will update City Council on warming center and shelter utilization again in February.

Budget Impact:

Approved in current year budget? Yes No
 Annual/Reoccurring expenditure? Yes No

If new, specify funding source: This amendment is fully funded by CDBG grant funds and has no general fund impact.

Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? Yes No
 Requires change in current operations/policy? Yes No

Specify changes required: None.

Known challenges/barriers: None.

Briefing Paper

Division & Department:	City Council
Subject:	Spokane Promise ordinance
Date:	January 7, 2019
Author (email & phone):	Kate Burke (kateburke@spokanecity.org) 625-6275
City Council Sponsor:	Kate Burke
Executive Sponsor:	None
Committee(s) Impacted:	Public Safety and Community Health
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)	<p>Comp. Plan Goal SH 8 (Food Access and Security): Ensure that all citizens have convenient access to healthy food.</p> <p>Comp. Plan Goal SH 2 (Facilities for Special Needs Populations): Enable and encourage development patterns and uses of public and private property that are responsive to the facility requirements of special needs populations.</p> <p>Comp. Plan Policy SH 2.2 (Special Needs Temporary Housing): Disperse special needs temporary housing evenly throughout all neighborhoods.</p> <p>Comp. Plan Goal SH 5 (Public Benefit Uses): Create policy framework, laws, and regulations that expand and develop wellness programs, affordable and accessible health and human services, affordable and ADA-accessible housing, child and adult day care, and other public benefit uses.</p>
Strategic Initiative:	Available Housing; Our Most Vulnerable; Safer Community.
Deadline:	Will file for Council consideration following committee meeting.
Outcome: (deliverables, delivery duties, milestones to meet)	Recognition and protection of the basic rights of people experiencing homelessness in the City of Spokane.
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.) None identified.	
Operations Impact:	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Specify changes required: Ordinance prohibits official city actions which infringe on the basic right of all people to food, shelter, and rest.	
Known challenges/barriers: Current Police and Parks enforcement postures conflict with this proposed ordinance.	

ORDINANCE NO. C-_____

An ordinance recognizing the rights of individuals to use public spaces in Spokane; amending sections 18.01.030 and 18.05.010; and enacting new sections 18.05.030, 18.05.040, and 18.05.050 of the Spokane Municipal Code.

WHEREAS, the United States of America has always stood for the principle that all persons possess the rights to life, liberty, and the pursuit of happiness; and

WHEREAS, on December 10, 1948, the United States voted with 47 other nations in favor of the Universal Declaration of Human Rights, Article 25 of which states that “[e]veryone has the right to a standard of living adequate for the health and well-being of himself and his family, including . . . housing . . .”; and

WHEREAS, in Spokane, some laws directly affect people experiencing homelessness by criminalizing acts that are necessary for human survival, such as sheltering against the elements, or lying down to sleep; and

WHEREAS, homelessness has multiple, systemic causes such as lack of accessible and affordable housing, addiction, domestic violence, and growing inequality; and

WHEREAS, the City of Spokane recognizes and protects the basic rights of people who are experiencing homelessness and intends to take a step toward doing so by enacting this ordinance.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.01.030 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.030 Definitions

- A. “Commission” means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. “Disability” means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
 - 1. is medically cognizable or diagnosable; or
 - 2. exists as a record or history; or
 - 3. is perceived to exist whether or not it exists in fact.

4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
 - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
 5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
 6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.
- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.
- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The

term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.

- H. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.
- J. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.
- L. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- M. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.
- N. "Impairment" includes, without limitation, any:
 - 1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
 - 2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

- O. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.
- P. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.
- Q. "Marital status" means the status of being married, single, separated, divorced or widowed.
- R. "Motor Vehicle" includes vehicles defined in the Revised Code of Washington (RCW) 46.04.671, and shall include "campers" as defined by RCW 46.04.085, "motor homes" as defined by RCW 46.04.305, and "travel trailers" as defined by RCW 46.04.623.

~~((R-))~~ S. "National origin" includes ancestry.

T. "Non-Obstructive Manner" means a manner that does not render passageways impassable or hazardous.

~~((S-))~~ U. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.

~~((T-))~~ V. "Person" includes:

1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
3. entities under common ownership; and
4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

~~((U-))~~ W. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or

use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

~~(V-)~~X. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.

Y. "Public space" means any outdoor property that is owned or leased, in whole or in part, by the City of Spokane or any of its agencies, departments, or boards, and which is accessible to the public, and any city property upon which there is an easement for public use, including, without limitation, streets, sidewalks, and alleys.

~~(W-)~~Z. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

~~((X-))~~AA. “Rest” means the state of not moving, and holding certain postures, including but not limited to, sitting, standing, leaning, kneeling, squatting, sleeping, or lying down.

~~((Y-))~~AB. “Service animal” means an animal that is trained for the purposes of assisting or accommodating a person with a disability.

~~((Z-))~~AC. “Sex” means gender.

~~((AA-))~~AD. “Sexual orientation” means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

~~((AB-))~~AE. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., “bodycams”) used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., “dashcams”);
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 2. That section 18.05.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.05.010 Legislative Findings and Purposes

- A. Shelters. The establishment and maintenance of ~~((Centers))~~ emergency shelters for the protection of homeless individuals and families during inclement weather is at times vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies.

~~((B-))~~1. The City Council has, from time to time in the past, passed resolutions stating the guidelines and triggering conditions for the activation of emergency warming centers in the City of Spokane, noting that extreme weather conditions can create an extreme danger for homeless people in Spokane and puts a great strain on service providers.

~~((C-))~~2. This chapter is intended, in part, to codify and supersede those prior resolutions, including, most recently, Resolution No. 2014-0018 (Feb. 24, 2014).

- B. Basic Rights of Homeless People. A purpose of this chapter 18.05 is to recognize and enforce basic rights for all people within the jurisdiction of the City of Spokane, including the right to rest and shelter oneself from the elements in public spaces; to eat, share, accept or give food in any public space where food is not prohibited, to occupy one's own legally parked motor vehicle or occupy a legally parked motor vehicle belonging to another, with the owner's permission; and to have a right and expectation of privacy and safety of, and in, one's person and property.

Section 3. That there is enacted a new section 18.05.030 of the Spokane Municipal Code to read as follows:

Section 18.05.030 Spokane Promise

All people in the City of Spokane possess:

1. The right to rest in a non-obstructive manner in outdoor public spaces;
2. The right to shelter oneself from the elements in a non-obstructive manner in outdoor public spaces;
3. The right to eat, share, accept, or give free food in any outdoor public space where food is not prohibited;
4. The right to occupy one's own legally parked motor vehicle or occupy a legally parked motor vehicle belonging to another, with the owner's permission, in any location not regulated by City code or regulations;
5. The right and expectation of safety and privacy of, and in, one's person and belongings while occupying outdoor public spaces, and the right to be reimbursed for the value of that property if it is disposed of by the City;
6. The right to the use of easily accessible public restrooms and other hygienic facilities;
7. The right to a safe and protected area for the purpose of sleep, and for the storage of personal belongings; and
8. The right to enforce the rights contained within this section.

Section 4. That there is enacted a new section 18.05.040 of the Spokane Municipal Code to read as follows:

Section 18.05.040 Enforcement; Prohibitions; Repealer

- A. It shall be unlawful for the City of Spokane or any agency, department, division, or board thereof to enforce any ordinance, resolution, regulation, rule, or policy that limits, or prohibits the rights secured by this chapter 18.05 or which penalizes any person for exercising the rights described in this chapter 18.05.
- B. All inconsistent provisions of prior laws adopted by the City of Spokane are hereby repealed to the extent of any conflict or inconsistency with this chapter 18.05; in the event of any conflict between this chapter and any administrative procedure or rule of the City of Spokane, this chapter shall control.
- C. It shall be unlawful for any public agent or law enforcement officer, or any private security employee or agent, corporation, business, or other entity operating under contract with the City of Spokane, to violate the rights recognized and secured by this law; or to harass, threaten, or intimidate any natural person exercising their rights as secured by this chapter.
- D. Any law enforcement officer or other agent of the City of Spokane who detains, causes to move, requests identification from any person without the reasonable suspicion of the commission of a crime, or otherwise violates the rights protected by this chapter shall be deemed to have violated the civil rights of any affected individuals under color of law.
- E. This chapter is of general application in the City of Spokane, and is, and shall be construed to be, supplementary to the laws of the State of Washington. Where state law is more protective of the rights established by this chapter, state law shall control.

Section 5. That there is enacted a new section 18.05.050 of the Spokane Municipal Code to read as follows:

Section 18.05.050 Severability

The provisions of this chapter are severable. If a court decides that any section, clause, sentence, part, or provision of this law is illegal, invalid, or unconstitutional, such decision shall not affect, impair, or invalidate any of the remaining sections, clauses, sentences, parts, or provisions, of the law, which shall continue in force unaffected by such severance.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT