PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING AGENDA FOR MONDAY, October 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 October 7, 2019 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

• September 9, 2019 PSCHC Meeting

III. Reports/Updates - Briefing Papers Only, No Discussion

- 1. OPO Monthly Update August 2019
- 2. Sit & Lie Enforcement Update (SPD)
- 3. Photo Red Update (SPD)
- 4. October Strategic Initiatives Report (SPD)

IV. Consent Agenda – Briefing Papers Only, No Discussion

- 1. Recommendation to Join Litigation against Opioid Manufacturers (Legal)
- 2. Airgas Specialty Products-Value Blanket for the Purchase of Anhydrous Ammonia at Waste to Energy (Public Works)
- **3.** 5 Star Testing-Amendment/Extension with Cost for Ultrasonic Thickness Testing at the Waste to Energy (Public Works)
- **4.** SBO for PMO FTE Resources (Performance Management)
- **5.** RSO Program 2019-2020 (SPD)
- **6.** FFIT Program 2019-2020 (SPD)
- 7. COPS Contract Increase (SPD)
- 8. SBO for OVW Grant Sub Awards (SPD)
- 9. SBO for Mental Health Unit Grant (SPD)
- **10.** Sub-recipient Contract with SCSO for Mental Health Team Award (SPD)
- 11. Sub-recipient Contract with Frontier Behavioral Health for Mental Health Team Award (SPD)
- **12.** Value Blanket Police Jumpsuits (SPD)
- **13.** Accept Funding for STOP Violence Against Women Program (SPD)
- 14. SFD / WSP Mobilization Reimbursements (SFD)
- **15.** Contract Approval Nelson Service Center CNG Refueling Stalls (Asset Management)
- **16.** Network Infrastructure Hardware Upgrades (ITSD)

- 17. SBO for Computer Equipment Upgrades / Replacement and Capital Software (ITSD)
- **18.** Parks Department Enterprise Fleet Program Pilot (Parks Department)
- **19.** Payment of Expenses Associated with Law & Justice Department Administrator (Finance)
- 20. Mental Health Court ILA (Legal)
- 21. 2019 Relicensing Program ILA (Legal)
- 22. Facilities ILA for Municipal Court with Spokane County (Legal)

V. Strategic Plan Session - Safe & Healthy

- 1. Strategic Priority: Integrated 911/Dispatch
 - NONE
- 2. Strategic Priority: Integrated Response
 - Mental Health Crisis Stabilization Center Update Ariane Schmidt (10 minutes)
- 3. Strategic Priority: Criminal Justice Reform
 - NONE
- 4. Strategic Priority: City-Wide Clean & Safe
 - NONE

VI. <u>Discussion Items</u> (as needed)

- 1. Staff Requests
 - Interagency Agreement WSP for Marijuana Eradication Sgt. Spiering (5 minutes)
 - Shelter / Warming Centers Update Kelly Keenan (10 minutes)

2. Council Requests

- SREC Agreement Regarding Temporary 9-1-1 Dispatch Backup Support Services CM Kinnear (10 minutes)
- WASPC Trueblood Settlement Grant Resolution CM Beggs (10 minutes)
- Considering Alternative Location for Community Court during Library Renovation CM Beggs (10 minutes)
- Considering an Ordinance Proposed by the Municipal Court to Formalize Therapeutic Courts – CM Beggs (15 minutes)

VII. State Legislative Update (as needed)

• Erik Poulsen

VIII. Adjournment

Next Committee meeting will be held on November 4, 2019

Public Safety & Community Health Committee

Meeting Minutes – September 9, 2019

Call to Order: 10:31 AM

Attendance:

PSCHC Members Present: PSCHC Chair CM Kinnear, CM Fagan, CM Stratton, CP Stuckart, CM Beggs (arrived at 10:34am), CM Mumm (arrived at 10:41am)

Staff/Others Present: SPD Chief Meidl, Assistant Chief Lundgren, Major King, SFD Chief Schaeffer, City Administrator Theresa Sanders, Kelly Keenan, Eric Finch, Police Ombudsman Bart Logue, SFD Asst. Chief John, Mike Lopez, Patrick Striker, Carly Cortright, Karin Janssen, Erik Poulsen, Dan Kagely, Tim Sigler, Kyle Twohig, Ariane Schmidt, Kristen Gable

Approval of July 1, 2019 minutes: Motion to approve by CM Fagan; M/S by CP Stuckart. The committee approved the minutes from the July 1, 2019 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

- 1. OPO Monthly Report June 2019
- 2. OPO Monthly Report July 2019
- 3. Sit & Lie Enforcement Update (SPD)
- **4.** Photo Red Update (SPD)
- 5. August & September Strategic Initiatives Report (SPD)
- **6.** AMR Customer Service Survey (SFD)

Consent Agenda Portion:

- 1. CCB Revenue Reclass (SFD)
- 2. DNR Interlocal Agreement (SFD)
- **3.** Appeals Process Modification for Fire Code Issues (SFD)
- 4. Water Meter Shop Roof Replacement (Asset Management)
- 5. Water Meter Shop Boiler Replacement (Asset Management)
- **6.** Sewer Maintenance Lower Roof Replacement (Asset Management)
- 7. Sewer Maintenance Middle Roof Replacement (Asset Management)
- **8.** Triangle Truss Bridge UE (Engineering Services)
- 9. WTSC Interagency Agreement for Target Zero Priorities (SPD)
- 10. WTSC Interagency Agreement for Law Enforcement Liaison Program (SPD)
- **11.** Tire Service Contract (Fleet Services)
- **12.** New Value Blanket for Firefighter Uniforms (SFD)

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

Mental Health Crisis Stabilization Center Update - Ariane Schmidt

Ms. Schmidt presented an update on the Mental Health Crisis Facility. Kristen Gable from Pioneer health services was present to answer additional questions. They noted that going forward, they will use this forum to present regular updates. Ms. Schmidt said that County Commissioners authorized the first of several contracts for this project. She noted that the first step is vetting the contracts. Because the facility is the first of its kind in the state, they want to make sure it's completely viable. The next step is to gather feedback on the operating proforma and the cost allocation matrix. Ms. Schmidt told Council that they just delivered the first iteration of the proforma to the commissioners that morning (Monday, September 9). CP Stuckart asked how it will work if people stay beyond medical re-imbursement rates. Ms. Schmidt said that Spokane has a provider network built into the RFP response, which is meant to address that very issue that the King County and Snohomish model might have. Ms. Gable noted that our model is different and we have different ways of receiving re-imbursement. She also noted that we might need legislative action at the state level – particularly when it comes to the sobering aspect of this facility. Ms. Schmidt said that we as a community are six or seven steps ahead of where the consortium is. We are communicating with them to make sure that they are not putting requirements in place that would be counter-productive to our efforts. CP Stuckart noted that the City is getting charged for bookings, even when it's a book and release. He asked, if we avoid the booking charge with this facility, does it truly divert this cost? Ms. Schmidt responded that it truly does divert the cost. Instead of getting booked into jail, someone can voluntarily choose to go to the facility instead. The individual won't be able to see the jail when they choose this option. CP Stuckart noted that Jeff Humphrey of City Cable 5 is working on a piece about this and asked if we are at a point where we can do an interview with our partners in the County to get this information out there? Ms. Schmidt said absolutely. Ms. Schmidt said Commissioner French and Kerns got this same briefing and encouraged CP Stuckart to reach out to them about whether they want to make this official. Once they have accepted the proforma, it is more likely that they will be willing to make things official. Ms. Schmidt noted that the biggest barrier is confirmation from the healthcare official regarding reimbursement. Ms. Schmidt said that we are adding an additional service component that King County doesn't have – this is the withdrawal management sobering aspect of this project. CM Stratton asked if there is a reason to involve Providence / Multicare on this. Ms. Schmidt said she was glad CM Stratton asked and that the services that this facility will offer will take a lot of services off their plate. She also said that once the proforma is accepted, they want to sit down with both of those groups and ask them to be stakeholders. CM Beggs noted that Snohomish has a different tact with their facility.

Strategic Priority: Criminal Justice Reform

Strategic Priority: City-Wide Clean & Safe

NONE

NONE

DISCUSSION ITEMS

Staff Requests:

New Shelter Operator: Salvation Army (CHHS) - Kelly Keenan

Mr. Keenan said that back in June CHHS sent out an RFP for a shelter operator. A regionally-representative committee was constructed to review applications and score them. Unanimously, the committee decided that the City would work with Salvation Army to open up this new shelter. Mr. Keenan noted that the City is excited about this partner, and that CHHHS is going to ask Council approval to work with Salvation Army. CP Stuckart wanted to verify that the operator would accept all those looking for their services. Mr. Keenan said that all people who seek shelter who are covered under protected classes will be protected. CM Stratton recommended asking if their staff is trained in dealing with different populations. Mr. Keenan said a training manual and structure is in place to make sure the operator is equipped to do so. CM Beggs asked if we had identified funds for operating the shelter. Mr. Keenan said yes, and they will bring that info to council soon.

New Shelter Location Update (CHHS) – Kelly Keenan

Mr. Keenan said that the administration is waiting on feasibility study at the Grocery Outlet site. He noted that they are working very seriously on a parallel option and they will bring items to Council for approval soon. CP Stuckart said that he had spoken to businesses in the area of the Daybreak site who had some concerns. Mr. Keenan said he has been in contact with some of those business owners. He said they are looking at something that would be a much smaller scale at the Daybreak site. They are also looking at different models for the site-potentially a referral method. Wherever they land, they need a robust security plan - to bring more eyes and more safety to the neighborhood. Mr. Keenan said they know that the shelter needs to co-exist with the community. CP Stuckart asked if the City could put in good fencing and cameras, so the City can be proactive when it comes to security. CP Stuckart noted that when you have a shelter, people will show up to prey on them, and we need to be upfront on security issues. CM Stratton asked if we would get the \$50,000 deposit on the Sprague site. Mr. Keenan said yes, and going forward those deposits would be refundable. CM Mumm asked what partnership with the County looks like in operating and finding a site. Mr. Keenan said that they have been talking with the County about getting sub-grant funding from them to operate a shelter. They are scheduling meetings to discuss their next opportunity for Spokane County to provide funding and are fully invested in pursuing those opportunities. City Administrator Theresa Sanders said that a lot of this is about timing and bringing regional partners up to speed as we are at the forefront of solving these issues. Mr. Keenan said the regional advisory body really want to have study sessions with Council to discuss these issues. CM Mumm was wondering if the City was open to leasing going forward. Mr. Keenan said they are potentially open to leasing future sites. CM Fagan asked when the grocery outlet deadline is. Mr. Keenan said September 15 is the deadline. CM Beggs noted that the capacity at the potential Sprague site would be 120 individuals and wondered what it would be at the new site. Mr. Keenan said around 60. CM Beggs asked what will be done to make up that capacity. Mr. Keenan said there can be good outcomes at lower numbers. Mr. Keenan said looking at a couple sites would ideally get the City to 100 -150 more beds. CM Beggs said it was reported in the paper that the County and the Valley wanted answers to written questions – and asked if we answered their questions. Mr. Keenan said we've answered them in a lot of different contexts, but they will provide another set of written responses to those questions this week. CM Beggs said he understands when we can't answer questions, but wants to make sure we give them everything we do have. CM Beggs wanted to know what the current sense is

about when we will get an answer on regional partnership. Mr. Keenan said he doesn't know and will continue to work on working with them, but wants to make sure we have other actions to act on as well. CM Beggs asked if Salvation Army would operate more than one site. Mr. Keenan said they are talking about it. CM Kinnear asked what timing looks like for an agreement with the County. Mr. Keenan said he recognizes that they need to move quickly with weather turning. They are feeling like they have a few weeks left. City Administrator Sanders said they are about at the point where they need to move forward. CM Kinnear asked if they choose another site, what infrastructure is needed. Mr. Keenan said, initially, they will probably need to have temporary facilities on site before they can act on long-term capital investments. CM Kinnear asked if all sites have running water. Mr. Keenan said he believed they all have running water at some level. CM Stratton asked if we run late, if we will try to connect individuals with the Resource Center for services. Mr. Keenan said they are working with them, but it should be a prevention and diversion center primarily. However, if they need a baseline housing assessment, the administration is looking to make sure that the Resource Center is available.

NBS Play Streets Pilot – Karin Janssen My Spokane

Ms. Janssen described that the Play Streets program started in England in 2009 as an effort for neighbors to get out of their homes to get to know each other. In the United States it was really a response to underprivileged areas. The program is a low-cost response. It is especially effective in lowincome neighborhoods with lack of access to green space. Ms. Janssen said that this fit well with the Spokane Matters objective to increase social capital in neighborhoods in order to promote safety and engagement. This would be a one year pilot program where citizens would have an interest, get a permit, and have an event in their street. Ms. Janssen said it is a pretty low-level pilot right now. Nationally, half of pilot programs like this did not move forward, but there is plenty of opportunity to learn from other City's experiences. This program is supposed to transcend beyond a block party concept. CM Stratton asked how much a permit might cost after the pilot. Carly Cortright responded that they would work with Council to come up with legislation to waive the fee. CM Stratton also asked what kind of insurance is required. Ms. Cortright said they are waiving this requirement on a case by case basis, and that part of the pilot is figuring out what needs to be waived and what doesn't. CM Mumm said that neighborhoods have been doing this, but noted that this seems like it should be part of Parks. Ms. Cortright said they have not engaged with Parks because the target is people who cannot access green space. CM Mumm encouraged them to engage with Parks – especially because some of the failures have noted issues with programmatic structure. City Administrator Sanders agreed that it would be good to reach out to Parks.

Vehicle Impound Ordinance – Michael Ormsby

Mary Muramatsu was originally going to present briefly on this proposed code revision that moves from one location of the Municipal Code to another already existing authority for non-police employees to conduct vehicle impoundment. Ms. Muramatsu was not present so Mr. Ormsby presented to Council. He noted that tag and toe got put in the wrong part of the code. CP Stuckart asked where it was now and where it is going. Mr. Ormsby said that it is under the scofflaw portion of the code and there was some confusing as to whether it was only applicable there. The law is not changing.

Council Requests:

SPD Body Camera Discussion - CM Beggs

CM Beggs said that he had read of an incident recently where an officer's body camera was left off during an officer involved shooting. He wanted to know what SPD's process and improvement plan is to make sure body cameras remain on. Major Kevin King said he cannot comment on the specific case that CM Beggs mentioned, but he sees hundreds of hours of body camera footage. Major King said he hardly

ever comes across instances where an officer doesn't have their camera on at all; mostly, if there is an issue, it's that officers turn them on late. The most common policy violation he sees, is that a camera is not turned on during the call to service. That is, their body camera is not on by the time their boots hit the ground at the call. Major King said they probably get 400-500 videos a day coming in, which he said is pretty high compliance. CM Beggs asked if someone were to leave their camera off, if it would be a policy violation. Major King confirmed that it would be.

311 Camping Code Enforcement – CM Kinnear

Ms. Cortright said that camping code enforcement has been a continually improving and evolving project from the start. She said she thinks it is going really well, and that they are seeing, since the end of the project, about 150 camps being reported (last year there was around 90). They are now accepting complaints from private property. CM Kinnear asked if they are mostly one-time or repeat offenders. Major King said of 323 citations around 57 were repeat offenders. Ms. Cortright said that the mere fact that they are responding lowers the waste they have had to remove in the past. CM Mumm asked how many people are in the camps. Ms. Cortright said they don't track that information. Ms. Cortright said that most of the camps are along the river. CM Kinnear asked if those who are caught camping illegally are referred to community court. Ms. Cortright said they are the first time, but that they go to regular misdemeanor court thereafter. CM Kinnear asked if they could send data on the number that attend community court. Ms. Cortright said they will send that info as soon as they get it. Ms. Cortright said they are having increased instances of booby trapped sites and that trying to enforce not camping overnight has been the most difficult to enforce. For example, Ms. Cortright said they had a report of people hanging out at Franklin Park during the day, but staying in their car at night – moving it daily to remain in compliance. CM Mumm noted that, in that particular instance, neighbors were cleaning up drug paraphernalia. CP Stuckart noted that they should look at responses on weekends and nights, and asked if there some way, as a part of continuous improvement, for this to be able to be reported not just by a phone call? Ms. Cortright said it's the same as with graffiti reporting, you can email them. CP Stuckart encouraged 311 to walk through that process in the voicemail message. Ms. Cortright said new Salesforce CRM goes live this week and also noted that the response team doesn't respond on the weekend and that we need an overnight response. CP Stuckart pointed out that the numbers will be important so we can evaluate the scope of the issue – especially as we add new shelters. CP Stuckart noted that how many people are in these camps would be a good tool. CM Beggs said it doesn't sound like social workers are offering them actual beds. Ms. Cortright said they are short-staffed and one of their partners, Frontier, has had to temporarily pull out. Mr. Keenan said they would like to have an outreach study session where they share the data that group collects. CP Stuckart asked if it is included in the 2020 budget. Administrator Sanders said that they have included the programs operations in the budget. Administrator Sanders noted that they first thought of this as outreach and clean up, and they have really learned that having law enforcement there is critically important. CM Kinnear noted that she has heard from law enforcement that many of the people they see are armed.

Facilities Maintenance Discussion - CM Kinnear

A representative from Asset Management was asked by CM Kinnear to address the situation at Intermodal Center; the fire system went down and they had to replace it. They also had extra costs associated with the fire watch when the system went down. CM Kinnear asked when they decide to replace the roof. Assistant Chief Lundgren said that Spokane County is doing work on the building. CM Kinnear asked how we are maintaining what we have. The Asset Management representative responded that they are working through the fire station roofs right now – generally they have a 30-40 year lifespan. CM Mumm asked if Chief Schaeffer if he wanted to add anything. Chief Schaeffer said he would like to replace a lot more, but the money is not there. Asset Management said they would like to get all

of these on a continually rotating schedule. CM Mumm asked is we could talk at a next meeting where SFD is going next.

WTSC Interagency Agreement for Pedestrian Safety Zone Discussion – CM Kinnear

CM Kinnear asked if the grant had anything to do with getting more officers. Assistant Chief Lundgren said it does not. CM Kinnear and Beggs said they will re-group to discuss.

State Legislative Update:

NO UPDATE NECESSARY

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Executive Session: NONE

<u>Adjournment</u>: CM Kinnear adjourned the meeting at 11:45 AM. The next PSCHC meeting will be held

Monday, October 7, 2019.

Attachments/Briefing Papers:

New Shelter Operator Briefing Paper
NBS Play Streets Pilot Briefing Paper
Vehicle Impound Ordinance Briefing Paper
Facilities Maintenance Discussion SBO
WTSC Interagency Agreement for Pedestrian Safety Zone

Respectfully submitted by:

Giacobbe Byrd, Legislative Aide to Council Member Lori Kinnear (PSCHC Chair)

Committee Chair Approval Lori Kinnear Spokane City Council – District 2



Office of the Police Ombudsman

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September 15, 2019

Public Safety & Community Health Committee Report

Reporting Period: August 1-31, 2019

	Snapshot of Activities	Monthly	Year to Date
Community (Outreach		
ОРО	Total community events and meetings	6	48
ОРОС	Community outreach / activities	3	35
Commendati	ons	0	2
Complaints			
	Received complaints	5	57
	Referred complaints	15	93
Contacts		62	937
Case Review			
	Request for further investigation	3	20
	Investigations certified / concurred	6	74
	Declined certifications	0	1
	Special cases reviewed	17	131
Interviews			
	OPO interviews	7	89
	Internal Affairs interviews	0	56
Training		2	16
Critical Incide	ents	0	3
Mediations			
	Recommended	0	3
	Conducted	0	3
	Declined	0	0
Recommenda	ations	0	0
Other Activit	ies		
SPD Related	Meetings / contacts	27	259
	Review boards	3	10
	Closing meetings	0	2

1. Outreach

a) OPO

- i. National Night Out Riverfront Park (8/6)
- ii. National Night Out Southside Aquatic Center (8/6)
- iii. National Night Out Shadle Park (8/10)
- iv. OPOC Meeting (8/13)
- v. Leadership Spokane Alumni Retreat (8/16)
- vi. Unity in the Community (8/17)
- b) **OPOC Actions** Commissioners attended the following event
 - i. National Night Out Shadle Park (8/10)
 - ii. OPOC Meeting (8/13)
 - iii. Unity in the Community (8/17)

2. Commendations / Complaints

a) Received Complaints

- i. **OPO 19-54 Inadequate Response:** Involved in a car accident, the responding officer did not cite the person responsible.
- ii. OPO 19-55 Demeanor: An officer spoke with citizen regarding Sit and Lie, dismissed what the citizen was saying regarding the medical condition they had.
- iii. **OPO 19-56 Inadequate Response**: Citizen frustrated with charges not being filed on the people who broke into their home and assaulted them.
- iv. **OPO 19-57 False Arrest/Racial Bias:** Citizen alleges that a person that didn't match a suspect's description was arrested because of their race.
- v. **OPO 19-60 Demeanor:** Citizen alleges that the responding officer to their call didn't take the call seriously and dismissed their concerns.

b) Referrals

- i. ER 19-79 Concerned with the Lime scooters on the sidewalks; City Council
- ii. **IR 19-80** Concerned about the responding officer and how they handled the threat against the individual; SPD/IA
- iii. IR 19-81 Neighborhood concerns and the lack of response from the NRO; SPD/IA
- iv. ER 19-82 Sit and Lie concerns, regarding the individuals medical condition; City Council
- v. IR 19-83 Citizen being cyber stalked and harassed but is unable to get help; SPD/IA
- vi. **IR 19-84** Citizen alleges they are being investigated by a detective unrelated to a police investigation; SPD/IA
- vii. IR 19-85 Citizen alleges that an officer busted open the door to the bathroom stall while son was using it, didn't identify themselves and left their son exposed when they left; SPD/IA
- viii. **IR 19-86** Citizen has been trying to get a return call from the arresting officer; SPD/IA

- ix. ER 19-86 Citizen was trespassed from Riverpark Square Mall for alleged lies; Riverpark Square
- x. IR 19-87 Citizen alleges their home is being broken into and they are being stalked by SPD. The citizen has reached out directly to the Chief with no response; SPD/IA
- xi. ER 19-87 Citizen was trespassed from Riverpark Square Mall for alleged lies; Center for Justice
- xii. IR 19-88 Citizen has a homeless camp in backyard, is unable to get assistance from police; SPD/IA
- xiii. **IR 19-89** Citizen is concerned with speeding and traffic in their neighborhood; SPD/IA
- xiv. IR 19-90 Concerns with illegal activity done by the police involving members of the citizen's family; SPD/IA
- xv. IR 19-91 Concerned that no officer has gone to pick up the video pertaining to their vehicle being stolen.

3. Case Review

- i. **C19-041 / OPO 19-36** Requested further investigation
- ii. C19-053 / OPO 19-45 Requested further investigation
- iii. C19-055 / OPO 19-47 Investigation certified
- iv. C19-049 / OPO 19-40 Investigation certified
- v. **C19-040 / OPO 19-41** Requested further investigation
- vi. C19-058 / OPO 19-49 Investigation certified
- vii. C19-053 / OPO 19-45 Investigation certified
- viii. C19-041 / OPO 19-36 Investigation certified
- ix. C19-068 / OPO 19-54 Investigation certified

4. Special Cases Reviewed

- i. **8** Use of Force
- ii. 2 Pursuit
- iii. 5 Collision
- iv. **2** K9 Deployment

5. Activities

- a) OPO staff members participated/engaged in the following other activities:
 - i. NACOLE Strategic Planning Committee (8/6)
 - ii. Biweekly IA Meeting (8/8)
 - iii. Collision and Pursuit Review Board (8/13)
 - iv. Use of Force Review Board (8/13)
 - v. Training NACOLE webinar: False Confessions, Interrogations and In-Custody Interviewing (8/8)
 - vi. Training Calibre Press: Finding the Leader in You (8/22 8/23)
- b) SPD related
 - i. 12 meetings/contacts with IA
 - ii. 15 meetings/contacts with SPD
- c) OPO met with/had contact with OPO Commissioners/staff:

- i. Commissioner Rose on (8/7, 8/12, 8/13)
- ii. Commissioner Smith on (8/13)
- iii. Commissioner Wilburn (8/13)
- iv. Dennis Hession (8/12)
- v. Blaine Holman (8/27)
- d) OPO met with/had contact with City Council members/staff:
 - i. Council Legislative Assistant (8/29)

6. Next Steps

- a. Upcoming Training: United States Ombudsman Association (USOA) Annual Conference
- b. Upcoming Training: National Association for Civilians Oversight of Law Enforcement (NACOLE) Annual Conference
- c. Budget for 2020

Sit and Lie Arrests (Redacted)

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

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

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

		10/21/17	0	742	Booke	d
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		10/27/17	1	919	Cite/Rele	ase
		10/28/17	1	007	Cite/Rele	ase
		10/29/17	0	722	Cite/Rele	ase
		10/29/17	0	744	Booke	d
		10/29/17	1	415	Cite/Rele	ase
		11/2/17	0	835	Cite/Rele	ase
		11/4/17	1	016	Cite/Rele	ase
		11/4/17	1	037	Cite/Rele	ase
		11/4/17	1	153	Cite/Rele	ase
		11/15/17	0:	938	Cite/Rele	ase
		11/17/17	10	023	Booke	b
		11/17/17	10	029	Booke	b
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		11-22-17		<u>'</u>	1023	Cite
		11-22-17			1041	Cite
		11-23-17			0711	Cite
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		11-23-17			1001	Cite
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		11-24-17			1054	Cite
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		12-4-17			0920	Cite
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		12-13-17			0810	Cite
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	5-8-18	1200	Booked
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	7-7-18	0754	Cite
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	7-25-18	1341	Cite
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J	7-27-18	0914	Cite
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	5-14-19	1130	Cite
	5-18-19	0956	Cite
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	6-1-19	0828	Cite
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	6-4-19	1301	Cite
	6-4-19	1304	Cite
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	8-4-19	1016	Booked
	8-5-19	1123	Booked
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	8-6-19	1226	Cite
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	8-12-19	0746	Cite
	8-12-19	0746	Cite
	8-20-19	0940	Cite
	8-20-19	1008	Cite
	8-12-19	0746	Cite
	8-20-19	0940	Cite
	8-20-19	1008	Cite
	8-21-19	1020	Booked
	8-23-19	0903	Cite
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	8-23-19	0921	Cite
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	8-25-19	1010	Cite
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	8-25-19	1411	Cite
	8-29-19	0743	Cite
	9-2-19	0835	Cite
	9-3-19	0839	Booked
	9-4-19	1440	Booked
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	9-20-19	0807	Cite
	9-20-19	0952	Cite
	9-20-19	1020	Cite
	9-22-19	1203	Booked
	9-23-19	0931	Cite

Briefing Paper (Committee Name)

Division & Department:	Police Department / Traffic Unit			
Subject:	Photo Red / Speed			
Date:	October 7th, 2019			
Contact (email & phone):	Jim Christensen	509-822-8151		
City Council Sponsor:				
Executive Sponsor:				
Committee(s) Impacted:	Public Safety			
Type of Agenda item:	Consent	Discussion	Strategic Initiative	
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)				
Strategic Initiative:				
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)				

Background/History: Report for Public Safety meeting October 7th, 2019.

Statistic for Photo Red for the time frame of August 16th, thru September 15th, 2019.

There were 1943 violations on the photo red system from **August, 16**th thru **September, 15**th, 2019. During the same time frame in 2018 there were 1918 violations, which is an increase of 25 violations. There are still 4 violations in the workflow.

Statistic for Photo Speed for the time frame of August 16th, thru September 15th, 2019.

There were 1030 violations on the photo speed system from **August, 16**th thru **September, 15**th, 2019. During the same time frame in 2018 there were 704 violations, which is an increase of 326 violations. This increase was due to the three new cameras at Ridgeview and Willard Elementary schools. These three new cameras wrote 473 infractions during this time frame this year. The two original cameras at Longfellow and Finch Elementary Schools had a reduction of 147 violations over the same time frame last year.

Executive Summary: Photo RED

August 16th, thru September 15th, 2019

- Freya and Third was the highest with 319 violations.
- Division and Sprague was the second highest with 191 violations.
- Browne and Sprague was the third highest with 179 violations.
- Thor and Second was the fourth highest with 169 violations.

Executive Summary: Photo SPEED
 August 16th, thru September 15th, 2019 Longfellow Elementary was the highest with 455 violations Ridgeview Elementary [Ash] was the second highest with 242 violations. Willard Elementary was the third highest with 215 violations.
Budget Impact: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:



CHIEF OF POLICE CRAIG N. MEIDL

Strategic Initiatives October 2019 Report

Public Safety and Community Health Committee Briefing October 7, 2019





CHIEF OF POLICE

CRAIG N. MEIDL

Selected Excerpts of Officer Commendation Letters

I just wanted to follow up with a call we made to get assistance with a woman who was at The Women's Hearth who was having a mental health crisis. **Officers Jaelene Leeson** and **Marvin Cunningham** responded to our call and they handled the situation with grace, compassion and kindness. We would like to make sure that they hear how much we appreciated their help.

I just wanted to give you and your team of officers a huge thank you, the three fantastic officers who saved the day for my entire family [Corporal Jeremy Daniel, Officers Juan Rodriguez and Chris LeQuire.] My family had just attended the burial of my dear Mom at the cemetery. After the services, we went to IHOP on N. Division to have breakfast and be together for support. After breakfast, we all started walking to our cars when he heard his car alarm. When we all came upon the scene, your three finest were there, with a man in custody who had broken out my brother's back side window and stolen a very valuable bag from the car. I guess what happened is a responsible citizen (wish I could thank them) called in and your team made it there ASAP and caught the guy. My sister-in-law had left her bag in the back seat, which was a mistake, and not like her, but maybe with the stress of the funeral, she had forgotten. It had her IPAD, Laptop, and also all her codes written in a book. It would have been a major loss if your team hadn't made it there. I know there are so many break-ins that just cannot be stopped all over the city.... so I realize this was a miracle. Some of us in the family think our angel Mom had something to do about getting your team members there on time.

I wanted to send an email regarding the **Spokane City K9 Unit** and how impressed I was regarding my recent experience with them. Throughout my combined twelve years of military and civilian law enforcement, I have been fortunate in that I have been able work with and participate alongside numerous agencies throughout the western United States. I can truly say that I have not come across a more welcoming agency with such gracious hosts. I was welcomed without hesitation simply because I was a fellow police officer looking to further my abilities as a K9 handler. Upon my arrival, I was immediately met by Sgt. Spiering and the rest of his K9 staff whose knowledge and teaching abilities were only outmatched by their absolute professionalism. From the second I arrived, I was treated as though I had been there a hundred times before. I cannot express enough how appreciative I am for their time, how well I was treated, and how absolutely impressed I was with your K9 unit overall.

Last night my property was vandalized and my purse was stolen. I called 911 and the police showed up very soon after my call. Two officers [Officers Tucker Seitz and Reid Carrell] gave me comfort. They were very professional, thorough and polite. I would like to say thank you to these two officers/to our city police department for being there and doing such a fine job."

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



CHIEF OF POLICE

CRAIG N. MEIDL

Internal Affairs Unit Update

January 1 through August 31, 2019 Commendations and Complaints

Commendations Received: Total: 128

Complaints Received: Total: 74 (65 from community)

Closed Out as Inquiries: 27 (As of August 31, 2019)

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 January 1 through July 31, 2019 Complaints

Received by the Office of Police Ombudsman

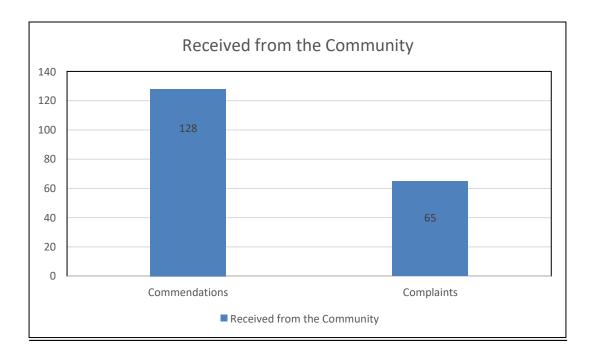
Received by the Spokane Police Department
Internally Generated by the SPD

Generated by the Community

Total: 55

Total: 9

Total: 65







CHIEF OF POLICE

CRAIG N. MEIDL

Use of Force Update

2019 Non-Deadly Reportable Use of Force Incidents

From January 1-August 31, 2019, there were 107 non-deadly use of force incidents, including 21 K9 contacts and 74 other (e.g., TASER, neck restraint).

2019 Deadly Use of Force Incidents

From January 1-August 31, 2019, there were three deadly force incidents.

Officer-Involved Shooting Incidents Update (through August 31, 2019)

2019

Incident 2019-20004372 (Under investigation by SPD Internal Affairs)

Incident 2019-20004372 occurred on January 7, 2019, in the 600 block of West Montgomery. The Spokane Investigative Regional Response Team's (SIRR) criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs is conducting an administrative investigation.

Incident 2019-20014197 (Under review by the SPD Administrative Review Panel)

Incident 2019-20014197 occurred on January 23, 2019, in the 3000 block of North Monroe. The Spokane Investigative Regional Response Team's (SIRR) criminal investigation is complete. The County Prosecutor ruled the use of deadly force was justified. The administrative investigation is completed. The Administrative Review Panel is reviewing the investigation.

Incident 2019-20124831 (Under Prosecutor review)

Incident 2019-20124831 occurred on July 6, 2019, in the 1400 block of West 9th. The Spokane Investigative Regional Response Team (SIRR) is investigating.





CHIEF OF POLICE

CRAIG N. MEIDL

Items of Interest

Citizens Academy

The Citizens Academy took place on September 7, 2019. The Academy introduces students to police training (hands-on and virtual), operations and investigative procedures, special police units, etc. The Citizens Academy culminated with a graduation ceremony where students received certificates of completion.

This Citizens Academy was the first one-day Academy of its kind. SPD introduced the one-day option to accommodate community members' busy schedules. The Academy filled up quickly.

Spokane Regional Behavioral Health Unit

Spokane County Sheriff's Office received a grant to fund the creation of a regional Behavioral Health Unit. It was a joint application along with SPD and Frontier Behavioral Health. The Spokane Regional Behavioral Health Unit will consist of regionally co-deployed teams of two SPD officers, two SCSO deputies, and four FBH mental health clinicians and a Spokane Police sergeant. This team falls under the patrol command structure.

The BHU will support patrol by prioritizing calls for service involving the mentally ill, thus facilitating the return of law enforcement units to patrol activities and emergency vehicles back into rotation. This unit is different from the Community Diversion Unit as it will handle specific calls for service and have a dedicated clinician paired with officers.

Some of the functions of the BHU will be:

- Responding to calls for service with a behavioral health element
- Documenting and gathering data
- Providing proactive contacts and follow up that is not possible on routine patrol calls
- Maintaining ongoing relationships with hospitals, services, and mental health organizations
- Assisting in developing training material

The agencies were recently notified by the grant funder, Washington Association of Sheriffs and Police Chiefs (WASPC) and are working to get the units up and running. Agencies are in the process of selecting officers and clinicians for the unit.

COP Talk Program (a collaboration between Eastern State Hospital and SPD)

The COP Talk Program began when Officer Graig Butler spoke with Carrie Christiansen, ESH nurse and SPD Reserve Officer, who relayed that a large majority of the patients at Eastern State Hospital have a history of interactions with law enforcement. Officers Butler and Christiansen wanted to reach out to ESH patients and provide dialogue in a comfortable environment when the individuals were not in crisis.





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The program's mission is to create trust and legitimacy through an interaction with Spokane police officers with hospital staff and patients. The focus of SPD's interactions would be with patients who are ready for release back into our community. The program helps establish relationships with patients suffering from mental illness with the officers designated by the department to handle calls where citizens are in a mental health crisis. The goal is to have positive outcomes with these patients and perhaps more rapid compliance resulting in less use of force.

Officer Butler began going out to ESH in plain clothes, just talking with patients and developing rapport. Many patients and staff members actually thought he was a recreation therapist. After time, he began to introduce himself as a police officer and wore SPD's most informal uniform, minus the gun belt. He later started wearing the standard SPD patrol uniform and sat in on some classes. Once patients and staff were comfortable, he started a formal class on how to interact with police officers, available resources, and information on mandatory arrests, police response to suicidal calls, detaining someone versus arresting someone, etc. Officer Butler collaborates with patients who had prior use of force incidents with officers and they are now helping him teach the class.

ESH and SPD are working on a video about the program. The video should be ready for release later this fall.

Suicide Prevention

The American Foundation for Suicide Prevention came to the Public Safety Building on September 23 to show their support and raise awareness about officer suicide. In 2018, there were 167 officer suicides, and this year there have been 155, which is a 30% increase so far. For more information about AFSP, ways to help, and warning signs and risk factors, please visit: https://afsp.org/chapter/afsp-washington/







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Precinct Highlights

Downtown Precinct Update

Crime Prevention

- The Downtown Precinct has received several trespass authorization letters from Downtown businesses. The hope with these letters to improve working conditions for those businesses, allow SPD to enforce trespass issues, and get subjects in contact with service providers.
- Several Crime Prevention through Environmental Design (CPTED) assessments are in progress.
- The Downtown Precinct is working a new hot spot in the area of Division-Howard/I-90-Pacific with an emphasis on drugs and property crime issues.

Outreach

The Precinct hosted a Coffee with a Cop on September 11, 2019 at Starbucks at 1507 W 3rd Avenue.



North Precinct Update

Outreach

• The North Precinct was very involved in "Shop with a Cop" at Target with the Salvation Army, on August 21.





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- Precinct staff participated in the Back to School Backpack Give Away at Northeast Community Center on August 26.
- Staff provided an "Enhancing the Survival Mindset" (ESM) Road Show presentation at Engie Insight at Rock Point. Approximately 50 students received training on situational awareness and personal safety.
- "Coffee with a Cop" on August 29 involved a special invite to our deaf and hard of hearing community. Thank you to Nexus Interpreting Services to assist with conversations.



Above, at Coffee with a Cop

Staff Recognition

Neighborhood Resource Officer Dale Wells received City of Spokane Employee of the Quarter for his contributions with the POD Team and Unlawful Camping.

South Precinct Update

Crime Prevention

Lt. Overhoff reports "The South Precinct has been focusing efforts at 177 S. Division which is the epicenter of multiple criminal incidents and habitual criminal activity. This is week #3 for focusing our patrol efforts and undercover police specials. Our focus has been a one-block radius in all directions. There have been many arrests and enforcement when officers have self-initiated or have responded to calls for service at this location. This problem will continue to grow unless we can get daily steady enforcement. The 7-11 is surrounded by several housing projects that are a contributor to most issues in this area. With two more large housing projects under construction just a stone's throw away from the current five were already dealing with, the outlook is dim that it will ever improve without consistent enforcement."

NRO Jake Willard is working several problem addresses in-between his bi-weekly POD assignment. One of the addresses has had a recent chronic nuisance notice issued. One residence is now up for sale.

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residence has been the focus for SP for over two years with numerous court appearances, legal filings, citations issued, and countless meetings and resolutions. It appears to be finally over.

NRO Seth Berrow has been working hard with two residences. Drug dealing and trafficking in stolen property are the two major crimes happening at these residences. The Patrol Anti-Crime Team (PACT) team is also focusing on both of these locations as well. Captain Meidl has assigned both residences to the COPS Neighborhood patrol watch list.

NRO Berrow is also working on an abatement project. The homeowner has refused to contact or communicate with Berrow even after the Nuisance Notice was issued so the only option left will be Civil Enforcement. There are still multiple complaints coming in weekly from this address including illegal dumping on other people's property.

Lt. Overhoff reports that NROs Willard and Wells are doing a fantastic job with the illegal camping POD assignment.



Captain Tracie Meidl recognized as a Woman of the Year

The Spokesman Review highlighted Captain Meidl's accomplishments in their article: Women of the Year: Meidl found her calling in policing. The full article is available at this link:

https://www.spokesman.com/stories/2019/sep/19/women-of-the-year-meidl-found-her-calling-in-polic/

Outreach Update

2019 Police Activities League (PAL) Program Survey Results

Positive Perception of Police

After participating in the program, youth indicated a positive perception of Spokane Police.

When asked, "What is your opinion of Spokane Police officers?"
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82% responded "Very good," a 36% increase from the pre-season survey.

15% responded "Good."

3% responded "Neutral- neither good nor bad."

No respondents selected "Bad" or "Very bad."

PAL Builds Trust

Survey results show that the program is effective in building trust in law enforcement. After the program,

- 99% of respondents agreed to the question, "Did the PAL program make you feel more comfortable with police officers?"
- 99% of respondents also agreed to the question, "Did the PAL program make you trust police officers more?"
- 90% of participants agreed that they would feel comfortable asking a police officer for help.

Program Success

97% of participants answered that they enjoyed the PAL program.

Interest in Law Enforcement

After the PAL season, youth were asked, "Would you be interested in becoming a police officer?"

36% responded "Definitely," a 53% increase from the pre-season survey.

Youth of color showed a 62% increase in the response to "Definitely" interested in becoming an officer.

Impact of Substance Use Education

Education had a significant impact this year. After discussing substance use with officers, youth were more likely to understand the health risks of using marijuana, alcohol, and tobacco.

Marijuana: 89% of participants reported that youth marijuana use had a bad effect on health, as opposed to only 56% the year before. 1% reported it had a good effect. 1% reported a neutral effect, and 8% reported "I don't know."

Alcohol: 100% of participants reported that alcohol had a bad effect on health, as opposed to 75% last year.

Vaping: 93% of participants reported that youth vaping had a bad effect on health while 7% reported a neutral effect. 58% of youth reported it was bad the year before.



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Demographics

Average Age: 9.4

Gender: 48% male; 52% female

Race/Ethnicity:

Respondents who identified as a race other than White (including two or more races): 47%

White respondents: 53%

About PAL

PAL began in 2013 to help build trusting relationships between at-risk youth and local law enforcement. Each summer, SPD offers the program for six weeks in three low-income/high-crime neighborhoods. The PAL program offers fun, structured activities for youth, with opportunities to make friends and memories at their local parks: Liberty Park, A.M. Cannon Park, and Harmon Park. PAL engages youth with positive academic and athletic programs, such as flag football, basketball, running, soccer, swimming, and baseball. Science, Technology, Engineering, and Math (STEM) enrichment activities and lunch are provided at every session.

PAL is a collaborative program of Spokane Police Department, Spokane Police Foundation, Spokane Parks Department, Spokane Public Schools, and many other organizations working together to supply a myriad of resources in a central location. PAL brings youth under the supervision and mentorship of officers and community leaders, and encourages responsible use of our City of Spokane parks. The Spokane PAL program takes a holistic approach to crime prevention, focusing on reducing drug and gang involvement, as well as making positive decisions, through programming and mentorship. Throughout the season, youth participants focus on five core values: honesty, integrity, leadership, sportsmanship and respect. Interactions with patrol officers, detectives, and school resource officers develops healthy trusting relationships for youth who often have a negative, skeptical view of the police in their neighborhood. Spokane Police Department dedicates officers who are passionate about sports to lead the different activities and leadership training sessions.

Due to the demand for supervised recreation and mentoring for low-income youth, the PAL program has grown tremendously. The PAL program began in 2013 with 53 youth at Liberty Park, and later expanded to serve three different Spokane neighborhoods. In 2018, the PAL program served approximately 400 youth and their families. We added new partners in 2019: The Zone Project and the YMCA. A record number of youth participated this year- 749 total.



This year, we created a special PAL session for students and their families at the Salish School of Spokane at Shadle Park, on June 14. The Salish School operates year-round, so students are still in school during the





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standard PAL summer session. The Salish School PAL event includes soccer, flag football, track, and activities centered on the core values.

Photographer Heather Stokes documented the PAL season. Her photos are available at this link: https://www.heatherstokesphotography.com/Events/Spokane-Police-Activities-League-2019

Youth Outreach Update

Now that school is back in session, Youth & Police Initiative (YPI) sessions are scheduled throughout the community. This fall, the PAL Boxing program will begin, likely in November.

Community Outreach Unit Summary

- Youth to Youth Substance Use Prevention Program, Martin Luther King Center, throughout August, with partners Spokane Regional Health District and Greater Spokane Substance Abuse Council.
- YPI at Crosswalk Shelter (8/12-8/16)
- Safety Talk for 3-5 year old children (8/13)
- Pizza with a Policeman at Passages (8/14)
- Eastern State Hospital patient outreach (8/16)
- Unity in the Community (8/17)
- Shop with a Cop (8/21)
- Gathering at the Falls Pow Wow (8/23-8/24)
- Martin Luther King Family Outreach Center Backpack Distribution (8/24)
- SAC School student outreach (8/30)
- Eastern State Hospital Patient Outreach (9/16)
- HFA Inland Empire Golf Classic (9/19)
- Touch-a-Truck at Spokane Community College (9/21)



Throughout early September, the Community Outreach Unit is at the Spokane County Interstate Fair, interacting with thousands of people.





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Notable News

Spokane Police Department class of '94 reflects on 25 years of serving the city

https://www.khq.com/news/spokane-police-department-class-of-reflects-on-years-of-serving/article b3fd9988-cf71-11e9-9605-47633afc166b.html

Spokane Law Enforcement receive mental health grant

https://www.kxly.com/news/spokane-law-enforcement-receive-mental-health-grant/1119863459



Briefing Paper Study Session

Division & Department:	Legal
Subject:	Retention of Outside Counsel for Opioid Litigation
Date:	10/7/19
Author (email & phone):	Mike Ormsby
City Council Sponsor:	Councilmen Stuckart and Beggs
Executive Sponsor:	Mike Ormsby, City Attorney
Committee(s) Impacted:	
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Improve public health of community
Deadline:	10/15/19
Outcome: (deliverables, delivery duties, milestones to meet)	Recover funds to offset expense for law enforcement, emergency calls and treatment brought about by opioid abuse.
Executive Summary:	
review of the existing situati	view of whether the City should join in the opioid litigation. After on, the City Attorney has recommended that the City join in the ontract will bring outside counsel in to represent the City.
Budget Impact:	· · · · · · · · · · · · · · · · · · ·
Approved in current year budg	et? 🗆 Yes 🗵 No
Annual/Reoccurring expenditu	
If new, specify funding source:	
	e generating, match requirements, etc.)
Operations Impact:	ions/policy? ⊠ Yes □ No
Consistent with current operat Requires change in current ope	<u> </u>
Specify changes required: Know	• • •
Specify changes required. Know	wir chancinges, barriers.

ATTORNEY ENGAGEMENT & CONTINGENCY FEE AGREEMENT

It is HEREBY ACKNOWLEDGED AND AGREED by and between the City of Spokane ("Client") and Keller Rohrback L.L.P. ("Attorneys or Firm") (together, the "Parties") as follows:

- 1. Employment. Client hereby retains Attorneys to represent Client with respect to potential claims against the manufacturers and wholesalers of prescription opioid painkillers and other related defendants as agreed between Client and Attorneys. Attorneys will assist Client in gathering information and data relevant to Client's potential claims. Attorneys will also advise Client with respect to those potential claims. At Client's request, Attorneys will institute proceedings to seek remedies on Client's behalf as Client and Attorneys conclude is appropriate and advisable ("the Lawsuit").
- 2. Responsibility of Attorneys. Although the individual attorneys listed below will be primarily responsible to represent Client in this matter, other members of Keller Rohrback may work on Client matters in accordance with their areas of practice. The primary attorneys representing Client are Derek Loeser, David Ko, and Daniel Mensher. Attorneys will consult with Client in connection with any settlement proposal before accepting same.

If Attorneys become aware of any potential conflicts of interest between the Client and any other client of the Firm in the opioid litigation either prior to Attorneys commencing service for Client or during the course of litigation, Attorneys will immediately provide Client with all necessary information regarding the potential conflict.

3. **Responsibility of Client.** Client will maintain control of the litigation. Client agrees to timely comply with Attorneys' request. Client agrees to advise Attorneys of all facts, knowledge, or information relevant to Attorneys' representation of Client, including facts, knowledge, or information which come to Client's attention after execution of this Agreement.

Client is aware that Attorneys represent several other jurisdictions in Washington State involved in similar litigation.

4. <u>Client Representatives</u>. Client designates _______ to be the Client's Representatives. The Client's Representatives are responsible for receiving all communications from Attorneys and transmitting all communications from Client to Attorneys. Client agrees that Attorneys may rely on either of Client's Representatives' statements as an accurate reflection of Client's position and desires. Attorneys agree to keep the Client's Representatives informed of all significant developments regarding the representation.

ATTORNEY ENGAGEMENT & CONTINGENCY FEE AGREEMENT

Keller Rohrback L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101 (206) 623-1900

- 5. Attorneys' Fees. Other than as set forth in Paragraph 8, below, the fees that Client agrees to pay Attorneys' Fee" or "Attorneys' Fees") will depend on the outcome of the Lawsuit, as set forth here:
 - a. "Sums Recovered" means all monies (and the value of any other property) actually paid in settlement of or judgment on the Lawsuit's claims (including the settlement of any demand made by Attorneys on Client's behalf before initiation of the Lawsuit), including any monies paid in settlement or judgment as an award of attorneys' fees, costs, or interest.
 - b. If the Sums Recovered is an amount less than or equal to \$10 million, the Attorneys' Fee shall be 20% of the recovery;
 - c. If the Sums Recovered is an amount greater than \$10 million but less than or equal to \$20 million, the Attorneys' Fee shall equal the amount specified in Section 5(b) above, <u>plus</u> 18% of any Sums Recovered in the \$10 million to \$20 million range.
 - d. If the Sums Recovered is an amount greater than \$20 million but less than or equal to \$25 million, the Attorneys' Fee shall equal the amount specified in Sections 5(b) and 5(c) above, <u>plus</u> 15% of any Sums Recovered in the \$20 million to \$25 million range.
 - e. If the Sums Recovered is an amount in excess of \$25 million, the Attorneys' Fee shall equal the amount specified in Sections 5(b), 5(c), and 5(d) above, <u>plus</u> 10% of any Sums Recovered in excess of \$25 million.
 - f. If the Lawsuit proceeds to trial and the court awards Client a monetary judgment and an attorneys' fee, and the attorneys' fee is greater than the percentage Attorneys would be entitled to under Section 5(a)-(e), then Attorneys will be entitled to the full attorneys' fee awarded by the Court.

NO ATTORNEYS' FEES SHALL BE PAID IF NO RECOVERY IS MADE.

6. Advice Concerning Attorneys' Fee. Client has been informed of the alternative of employing Attorneys on an hourly fee basis. This alternative would require the payment of a \$25,000 retainer at commencement of the representation, payment of costs as incurred, and payment of legal fees each month for legal services. In deciding to engage Attorneys on a contingency fee basis, Client has considered the risks involved in this case, the experience and reputation of Attorneys, and the uncertainty regarding the number of hours required to prosecute the case.

7. <u>Costs.</u> Attorneys will advance all "out-of-pocket" costs, fees, and expenses incurred by Attorneys in pursuing the Lawsuit ("Costs"). Notwithstanding the foregoing, Attorneys agree to notify and obtain Client's consent before incurring Costs aggregating more than \$10,000 in any single month.

Client understands that Attorneys shall seek reimbursement from defendants for all Costs actually expended, but that there is no guarantee that Costs will be reimbursed by the defendants to Attorneys. Attorneys will be reimbursed for all Costs out of any settlement or recovery in addition to any Attorneys' Fees they receive under Sections 5 or 8, as the case may be. Attorneys shall be reimbursed for Costs first, from any monies paid by a defendant on account of Cost reimbursement and, if such monies are insufficient, from any monies paid as part of the Sums Recovered.

Attorneys may, with Client's prior consent which shall not unreasonably be withheld, hire any expert or consultant whose services Attorneys advises Client is necessary for the evaluation or prosecution of any of the claims within the scope of the Lawsuit.

- 8. Withdrawal or Discharge. Subject to Court rules and other applicable laws, Attorneys shall have the right to withdraw from representation of Client upon giving reasonable notice of the intention to withdraw. In the event of withdrawal of Attorneys or discharge of Attorneys by Client, Attorneys may seek reasonable fees for services rendered according to the terms of Section 5, above. Client shall have the right to discharge Attorneys at any time. If Client discharges Attorneys, Attorneys retain the right to seek reasonable fees for services rendered according to the terms of Section 5, above.
- 9. <u>Venue and Attorneys' Fees</u>. The Parties agree that in the event any dispute should arise with respect to this Agreement, venue shall lie in Seattle, Washington. Further, the prevailing party in such an action shall be awarded reasonable costs and attorneys' fees.
- 10. <u>Outcome</u>. Attorneys do not guarantee or represent a particular result in this Lawsuit. Client understands the risks associated with pursuing this Lawsuit.
- 11. <u>No Other Agreements</u>. Client has read this contract, has received a copy of it, and agrees to its terms and conditions. There are no oral or other agreements between Client and Attorneys. This Agreement when signed below by Client replaces any prior understandings or oral agreement between Client and Attorneys.
- 12. <u>Governing Law.</u> This Agreement and all aspects of the Parties' relationship shall be construed under the laws of the State of Washington, without regard to choice of law principles.

transmitted by mail, overnight delivery	y be executed in one or more counterparts and service, and/or email, each one of which shall hall constitute one and the same document.
DATED:	
CLIENT SIGNATURE	
CLIENT NAME PRINTED	
ACCEPTED: Keller Rohrback L.L.P.	
By:	DATED:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for the purchase of Anhydrous Ammonia for the WTE
Date:	
Contact (email & phone):	Chris Averyt, <u>caveryt@spokanecity.org</u> , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	· · ·
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative
,, <u> </u>	Strategie initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable Practices; Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket; without which the WTE facility would not be able to continue uninterrupted operations.
and Airgas Specialty Products, the value blanket will be for a th	ITB 5120-19 for the purchase of Anhydrous Ammonia were received Inc. of Lawrenceville, GA, was the lowest cost bidder. The initial term of three (3) year period beginning January 1, 2020, spanning thru December I be approximately 800,000 Lbs. at \$0.29/Lb. for a total annual cost of total of \$\$696,000.00.
 Awarding to Airgas Spe 5120-19. Initial term of three (3) of \$696,000.00. 	ourchase of Anhydrous Ammonia for emissions control at the WTE. ecialty Products, Inc. of Lawrenceville, GA, the lowest cost bidder of ITB years spanning from Jan. 1, 2020 through Dec. 31, 2022 for a total cost of approximately 800,000 Lbs. at \$0.29/Lb. for a total annual cost of
Budget Impact:	
Approved in current year bu Annual/Reoccurring expenditu new, specify funding source:	~ <u> </u>
Operations Impact:	
Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:	

Briefing Paper Public Safety & Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Amendment/Extension for Ultrasonic Thickness Testing at Waste to Energy
Date:	October 7, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Safety & Community Health/ Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for additional time and funding to be added to the contract for ultrasonic thickness testing at the WTE.
maintenance outage. Accurate components, while retaining the 5 Star Testing, Inc., of Brush Pr. 30, 2017 through October 29, 20 option of three (3) one-year rean additional \$60,000.00 was a In 2019, it was requested of the to complete the testing in the same of the current term of	sonic thickness testing be performed on boiler tubes during each thickness readings allow for the repair and replacement of worn nose that are not worn or damaged. airie, WA was awarded the contract for these services from October 2019 based on their response to RFP 4390-17 for \$66,000.00 with the newals. Unplanned boiler tube failures required additional testing and added to the contract in 2018. Evendor to provide additional manpower on site for outages in order short time frame of the outage, resulting in an additional \$45,000.00 in the contract. In addition, this will be the first of 3 optional one-year 19 through October 29, 2020 for an additional cost of 148,000.00.
 Amendment with cost Extension #1 of 3 with 2020. Vendor provides ultras 	to contract with 5 Star Testing, Inc. for an additional \$45,000.00. cost for an additional \$148,000.00 from Oct. 30, 2019 through Oct. 29, onic thickness testing of boiler tubes. red due to increased staffing levels needed because of time constraints.
Budget Impact: Approved in current year bu Annual/Reoccurring expenditu new, specify funding source: Other budget impacts: (revenu	

Xes □ No □ N/A

Consistent with current operations/policy?

Requires change in current operations/policy?	☐ Yes ⊠ No ☐ N/A
Specify changes required:	
Known challenges/barriers:	

Briefing Paper Public Safety & Community Health

Division & Department:	General Fund, Office of Performance Management (PMO)
Subject:	SBO – Budget Allocation
Date:	10/07/2019
Contact (email & phone):	Dusty Fredrickson (dfredrickson@spokanecity.org)(625-6482)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2019 and 2020 Budget Funding Allocation
Strategic Initiative:	Sustainable Resources
Deadline:	
Outcome:	

Narrative:

The Office of Performance Management is seeking approval to add two new positions to the Project Management Office (PMO) budget to support ongoing and increasing demand for Project Management (PM) and Continuous Improvement (CI) resource capacity to:

- Execute technically, or organizationally, complex strategic projects
- Support all Divisions to develop PM and CI skill sets within their organizations

The functions of these positions are outlined as follows:

Senior Project Manager: \$113,801 - Fully Benefitted Cost

- Apply Project Management methodology to lead complex cross-departmental projects
- Participate, as a member of the PMO, to develop, enhance, and mature the City's practice of Project, Program and Portfolio Management
- Develop and deliver Project Management training to Department resources City-wide
- Support City leadership in project selection and prioritization by developing comprehensive business case and cost/benefit analysis
- Goal is to hire this additional position in 2020 after Civil Service establishes a new Sr. PMlist

Continuous Improvement Analyst (Business Systems Analyst II): \$94,150 - Fully Benefitted Cost

- Apply Continuous Improvement methodology to projects and operations across Public Works' Departments
- Contribute to the development and enhancement of the City's Continuous Improvement practice
- Support Departments City-wide in the adoption and application of Continuous Improvement practices and tools
- Goal is to hire this additional position from the new hiring list that is expected to be established in September 2019.

Justification

<u>Deliver additional Project Management Training, Support, and Continuous Improvement City-wide</u>
Division and Department heads across the City have recognized the benefit of investing in PM and CI skills and support this request. The return on this investment takes the form of improvements to deliver quality and cost savings for the public.

With the additional capacity these resources will provide, the PMO will be able to deliver:

- 4 Continuous Improvement Training Sessions/Year (80 Employees Trained)
- 4 Project Management Training Sessions/Year (80 Employees Trained)
- Ongoing coaching and support to organizations putting these skills into practice
- Coverage for 2-4 more Citywide projects of significance for current and expected new administration initiatives
- Allow four or more department continuous projects to be completed. These projects have had a 100% return on investment to build capacity and/or reduce external costs

Alleviate Chronic Over-Allocation of PMO Resources

In any given quarter in 2018 and 2019, the PMO team is allocated over 100% capacity. This pace is not sustainable for individual team members, and does not allow the PMO to be the agile organization it needs to be in responding to high-value 'projects of opportunity' as they are identified.

These resources will add 3,300 productive hours to the PMO's capacity annually.

Mitigate Reliance on Vendor Resources

A vital tool in the PMO's toolkit is having the ability to bring in vendor resources to fill project-specific skillset gaps and to staff projects that are shorter in duration so the FTE's can maintain focus on the larger, longer-term, strategic projects.

To augment capacity, vendor CI and PM resources were contracted to support strategic projects as follows:

- eSuite Upgrade: CI 2,862 Hours/\$186,030
- Utility System Implementation: PM 1600 hours/\$280,000

Funding

Continuous Improvement Analyst

- 2019 Funding
 - 4 Quarter Fully Benefitted Salary Cost @ Step 3: \$23,500
 - PMO Unencumbered Contractual Service Funds: \$27,000 (Budgeted in 2019 but unused)
- 2020 Funding:
 - Leverage Contractual Services funding budget for CoOP (\$200,000) that will not be used.
 - Interfund Billing based on work performed

Senior Project Manager

- 2020 Funding:
 - Leverage Contractual Services funding budget for eSuite (\$127,000) that will not be used.
 - Interfund Billing based on work performed.

Executive Summary:

Budget Impact:

Approved in current year budget?	⊠Yes	□No	□N/A				
Annual/Reoccurring expenditure?	\boxtimes Yes	\square No	□N/A If				
new, specify funding source:							
Other budget impacts: (revenue general	ting, ma	atch red	quiremen	ts, etc.)			
Operations Impact:							
Consistent with current operations/police	cy?		\boxtimes Yes	\square No	\square N/A		
Requires change in current operations/g	oolicy?		□Yes	\boxtimes No	\square N/A		
Specify changes required:							
Known challenges/barriers:							

Briefing Paper PSCH Committee Meeting 10/07/2019

Division & Department:	Spokane Police Department
Subject:	Registered Sex Offender (RSO) Program 2019-2020
Date:	09/17/2019
Contact (email & phone):	Jennifer Hammond – <u>jhammond@spokanepolice.org</u> 509-625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	 Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.
Police Department submitted a offender address and residence face verification of a registered Executive Summary: Operations- Provide, so accordance with the estable of the provide of t	ane County Sheriff's Office in collaboration with the City of Spokane a request for funding for a joint proposal under the sex and kidnapping y verification program. The requirement of this program is for face-to-disex offender's address at the place of residency. Pervices, maintain statistics and provide ongoing reporting to SCSO in stablished format of the RSO program. Parts Salaries and benefits in the amount of \$57,000.00 until June 30, audget also includes \$3,000.00 for travel and training. Total contract is
, ,	
Operations Impact: Consistent with current oper	

Briefing Paper PSCH Committee Meeting 10/07/2019

Division & Department:	Spokane Police Department
Subject:	Financial Fraud & Identity Theft (FFIT) Program 2019-2020
Date:	09/17/2019
Contact (email & phone):	Jennifer Hammond – <u>jhammond@spokanepolice.org</u> 509-625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	□ Discussion □ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	 Contract with Spokane County Sheriff's Office to receive funding from Washington State Department of Commerce for investigating, dismantling, and prosecuting individuals and organizations engaged in financial fraud and identity theft in the Spokane region.
technology has changed. The p	raud cases. Financial Fraud schemes have changed over the years as program's aim is to meet the community's needs for financial security idual identity and financial security by a reduction in organized financial
fraud investigative unit	f's Office (SCSO) is in charge of the coordination of regional financial its representing the City, County, State and/or federal agencies. year beginning 07/01/2019-06/30/2020 is \$ 5,789.00 to be used for s.
1	
Operations Impact: Consistent with current oper	

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Increase to C.O.P.S. contract for mounted patrols
Date:	10/07/2019
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Increase of \$1,500 to OPR 2015-1058 to be paid to C.O.P.S. to help fund Mounted Patrol program.
1	.S. have an active contract under OPR 2015-1058 for an annual amount D.P.S. provides community policing programs and assists neighborhoods aimed at crime prevention.
C.O.P.S. in the amountFunds were distributed one-time increase to the	through the existing agreement between C.O.P.S. and the City as a
Budget Impact: Approved in current year bud	get? □ Yes ⊠ No □ N/A
Annual/Reoccurring expenditu	
new, specify funding source:	
<u> </u>	e generating, match requirements, etc.)
Operations Impact:	entions/policy2 × Vos C No C N/A
Consistent with current oper	
Specify changes required:	perations/policy? Yes No N/A
Known challenges/barriers:	

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO for Office of Violence Against Women grant sub awards
Date:	
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO for additional funding to be subawarded to the Spokane County Sheriff's Office and the YWCA
Department of Justice's Office of	f Spokane Police Department was awarded \$750,000 in funding from the Violence Against Women for Program OVW FY2019 Improving Criminal Justice Dating Violence, Sexual Assault, and Stalking Program.
\$370,000 will be awardRemaining funds will b	\$30,451 to be used towards overtime hours and training ded to the YWCA to fund legal services e used to fund 1.0 existing SPD Police Officer position and training ands on Council Agenda for 09/30/2019
· · ·	
<u>-</u>	ations/policy? Yes No N/A perations/policy? Yes No N/A

ORDINANCE NO

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

<u>\$ 410,451</u>	Judicial Grant Fund – OVW DV/ASSAULT Dept of Justice	1620-91778 21250-33116	FROM:
400,451	Judicial Grant Fund – OVW DV/ASSAULT Contractual Services	1620-91778 21250-54201	TO:
<u>10,000</u> \$ 410,451	Judicial Grant Fund – OVW DV/ASSAULT Airfare	1620-91778 21400-54401	

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to sub award domestic violence and assault grant program funds and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council		
	Council President	
Attest		
City Clerk		
Approved as to form		
Assistant C	City Attorney	
Mayor		Date
Effective Date		

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police	
Subject:	SBO for WASPC Mental Health subrecipient award	
Date:		
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056	
City Council Sponsor:		
Executive Sponsor:		
Committee(s) Impacted:	Public Safety & Community Health	
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)		
Strategic Initiative:		
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to recognize grant funding from WASPC through SCSO for \$236,380 and two .75 FTE positions; 1.5 FTE's total.	
Mental Health Field Response Tea and will be forming its own dedica need to be adjusted. As the grant position. Executive Summary:	ne County Sheriff's Office was awarded funding from WASPC to implement a ams Program. The Spokane Police Department is a subrecipient of that award ated Mental Health team. Award and positions were unbudgeted for and now period covers 9 months, only 0.75 of an FTE is being requested for each	
• 0.75 FTE new Sergeant position		
• 0.75 FTE new Police Officer position		
• \$1,690 to equipment		
• \$17,121 to training/tra		
 \$157,310.40 will be subcontracted to Frontier Behavioral Health to fund 2 Mental Health Professionals during the grant period 		
Budget Impact:		
Approved in current year bud		
Annual/Reoccurring expenditu	re? L Yes L No 🗵 N/A If	
new, specify funding source: Other budget impacts: (revenue	ue generating, match requirements, etc.)	
Operations Impact:		
Consistent with current oper	rations/policy? 🗵 Yes 🗆 No 🗆 N/A	
	perations/policy? Yes No N/A	
Specify changes required:		
Known challenges/barriers:		

ORDINANCE NO	
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An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	1620-91779 21250-33411	Judicial Grant Fund – Mental Health Unit Criminal Justice Grant	<u>\$ 236,380</u>
TO:	1620-91779 21250-09150 (0.75 FTE Police Se	Judicial Grant Fund – Mental Health Unit Police Sergeant rgeant position)	24,226
	1620-91779 21250-09010 (0.75 FTE Police Off	Judicial Grant Fund – Mental Health Unit Police Officer ficer position)	19,732
	1620-91779 21250-52110	Judicial Grant Fund – Mental Health Unit FICA	638
	1620-91779 21250-52230	Judicial Grant Fund – Mental Health Unit Retirement	2,387
	1620-91779 21250-51640	Judicial Grant Fund – Mental Health Unit Deferred Compensation	1,759
	1620-91779 21250-52310	Judicial Grant Fund – Mental Health Unit Medical Insurance	10,338
	1620-91779 21250-52330	Judicial Grant Fund – Mental Health Unit Life Insurance	55
	1620-91779 21250-52320	Judicial Grant Fund – Mental Health Unit Dental Insurance	766
	1620-91779 21250-52340	Judicial Grant Fund – Mental Health Unit Long-term Disability	181
	1620-91779 21250-52600	Judicial Grant Fund – Mental Health Unit Paid Family Medical Leave	176
	1620-91779 21250-53528	Judicial Grant Fund – Mental Health Unit Protective Gear/Clothing	1,690
	1620-91779 21400-54401 (Allocated to travel r	Judicial Grant Fund – Mental Health Unit Airfare elated codes)	17,121

1620-91779

Judicial Grant Fund - Mental Health Unit

21250-54201 Contractual Services (Subreceipient contract with Frontier Behavioral Health)

<u>157,311</u>

\$ 236,380

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget awarded grant funds to be used towards a Regional Mental Health Unit program and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Counc	cil	
	Council President	
Attest		
City Clerk		
Approved as to formAs	ssistant City Attorney	
Mayor		Date
Effective Date		

Briefing Paper (Public Safety & Community Health Committee)

Police Police	
Subject:	Subrecipient contract with SCSO for Mental Health Team award
Date:	
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Acceptance of subrecipient agreement with Spokane County Sherriff's Office for Mental Health Program grant through WASPC.
Executive Summary: SPD will receive a total \$180,765 allocated to a 0.75 FTE new Sergeant 0.75 FTE new Police Of \$17,121 to training/trains	salaries/benefits position ficer position
 \$1,690 to equipment \$157,310.40 will be subcontracted to Frontier Behavioral Health to fund 2 Mental Health Professionals during the grant period Grant Period runs through June 30, 2020 	
Budget Impact:	
Approved in current year bud Annual/Reoccurring expenditu new, specify funding source:	
Operations Impact:	5 5 1 ,1
Consistent with current oper Requires change in current op	rations/policy? 🛛 Yes 🗆 No 🗆 N/A perations/policy? 🗆 Yes 🖾 No 🗆 N/A
Specify changes required: Known challenges/barriers:	

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Subrecipient contract with Frontier Behavior Health
Date:	
Contact (email & phone):	Jennifer Hammond jhammond@spokanepolice.org 625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract with Frontier Behavioral Health for two (2) Mental Health Professional positions to be funded with pass-through grant funds from WASPC.
Mental Health Field Response Tea and will be forming its own dedica	ne County Sheriff's Office was awarded funding from WASPC to implement a ams Program. The Spokane Police Department is a subrecipient of that award ated Mental Health team. SPD was awarded funding for 2 FTE Mental Health raded to Frontier Behavioral Health.
Professionals during th Co-deployed teams wi anticipate each staff w would work the officer previously documented Coverage may be influe concerns within our co. The proposed specializ services to individuals. create a case plan that	Ill cover north and south Spokane, and downtown Spokane. We will have contact with an average of 30 individuals per month. Staff 's assigned shift, Monday through Friday with attention paid to be peak hours of contact with individuals with a mental health concern. Enced by staffing needs, community events, and environmental
Budget Impact: Approved in current year budget Annual/Reoccurring expenditurew, specify funding source: Other budget impacts: (revenue)	
Operations Impact: Consistent with current oper	ations/policy? Yes No N/A perations/policy? Yes No N/A

Briefing Paper Public Safety & Community Health Committee

Division & Department:	Public Safety, Police Department	
Subject:	Police Jumpsuits Value Blanket	
Date:	September 25, 2019	
Author (email & phone):	Michelle Loucks, dloucks@spokanepolice.org 625-4055	
City Council Sponsor:		
Executive Sponsor:	Jennifer Hammond	
Committee(s) Impacted:	Public Safety & Community Health Committee	
Type of Agenda item:	■ Consent □ Discussion □ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:		
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Police jumpsuit value blanket.	
Background/History: Spokane Police Department would like to establish a contract with Galls LLC, DBA, Blumenthal Uniforms Co. for the purchase of Jumpsuits. These jumpsuits are essential gear for police officers. VB term is October 1, 2019 through October 1, 2020 with 4 one-year renewal options. Estimated yearly VB amount is \$150,000.00, which includes alterations and tax.		
Executive Summary:		
 Impact The Jumpsuit contract will provide police officers with essential duty gear. 		
Action		
Recommend approval	of a contract for the purchase of jumpsuits.	
Funding ● Funding for this contract is in the police department's budget.		
Budget Impact:		
Approved in current year Annual/Reoccurring expenditu		
new, specify funding source:	re: • res 🗆 NOTI	
_	e generating, match requirements, etc.)	
Operations Impact:		
Consistent with current operat		
Requires change in current ope	erations/policy? □ Yes ■ No	
Specify changes required: Known challenges/barriers:		
driancinges/ barriers.		

Briefing Paper PSCH Committee Meeting 10/07/2019

Division & Department:	Spokane Police Department
Subject:	STOP Violence Against Women 2019
Date:	09/18/2019
Contact (email & phone):	Jennifer Hammond – <u>jhammond@spokanepolice.org</u> 509-625-4056
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	
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)	To accept funding from Spokane County Sheriff's Office for the STOP Violence against Women Formula Grant Program (January 1, 2020 - December 31, 2020). Approved amount is \$10,000.00.
services necessary to support a violence or stalking. Spokane P	ane County Sheriff's Office provides staff and furnish goods and adult and youth victims of domestic violence, sexual assault, dating D is a sub-recipient of the grant; funding is used for training.
team are: SCSO, Count STOP Formula Grant Properties of dore adult and youth victimal served when all system and holding offenders efforts to develop and	e Spokane County Domestic Violence team. The other members of the y Prosecutors and YWCA. The team, with the help of funding from the rogram is committed to addressing the grant's objectives regarding mestic violence, sexual assault, dating violence, and stalking against s, age 11 and older. The STOP grant recognizes that victims are best are working together toward the common goal of supporting victims accountable. Funding from the grant supports communities in their strengthen effective law enforcement and prosecution strategies to against women and to develop and strengthen victim services in cases a gainst women
Budget Impact:	
Approved in current year budg	
Annual/Reoccurring expenditu	
	Federal Funding – Department of Justice e generating, match requirements, etc.)
Operations Impact:	
Consistent with current oper	ations/policy? ⊠ Yes □ No □ N/A
	perations/policy? Yes No N/A
Specify changes required: Known challenges/barriers:	

Briefing Paper Public Safety and Community Health

Division & Department:	Fire	
Subject:	Interagency agreement between Spokane Fire Department and	
	Washington State Patrol to allow for Mobilization	
	reimbursements.	
Date:	9/25/2019	
Contact (email & phone):	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org	
City Council Sponsor:		
Executive Sponsor:		
Committee(s) Impacted:	Public Safety and Community Health Committee	
Type of Agenda item:	□ Consent □ Discussion □ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #6 Maintain and grow collaborative relationships with community partners that will enhance our service to the customer.	
Strategic Initiative:		
Deadline:		
Outcome: (deliverables,		
delivery duties, milestones to		
meet)		
Background/History:		
This agreement between the Washington State Patrol and the Spokane Fire Department is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan. The period of performance of this Agreement begins on the Date of Execution and ends on December 31, 2023.		
Budget Impact:		
Approved in current year budge		
Annual/Reoccurring expenditu	re? ⊠Yes □No □N/A If	
new, specify funding source:	a generating match requirements atal	
-	e generating, match requirements, etc.)	
Operations Impact: Consistent with current operat	ions/policy? ⊠Yes □No □N/A	
Requires change in current operation		
Specify changes required:	rations, policy! Lifes MNO LIN/A	
Known challenges/barriers:		

Briefing Paper Public Safety Committee

Division & Department:	Asset Management	
Subject:	Contract Approval	
Date:	10/7/19	
Contact (email & phone):	Curtis Harris (charris@spokanecity.org X6284)	
City Council Sponsor:		
Executive Sponsor:	Theresa Sanders	
Committee(s) Impacted:	Public Safety Committee	
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative	
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan	
Strategic Initiative:		
Deadline:	10/7/19	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Contract	
Background/History: Provide brie	of history e.g. this is the 3 rd and final 5 year extension of the contract	
Proposed contract with McClintock & Turk Inc. to expand the current CNG refueling site at the Nelson Complex. The expansion would expand the total from 32 to 50 refueling stalls.		
Executive Summary: On September 16 th , 2019 bids were received for expanding the CNG refueling site (RFB # 2019-145). The only bid was from McClintock & Turk Inc. for \$91,066.00 (including sales tax). We would like to include a 10% contingency bringing the total to \$100,172.60.		
Budget Impact: Approved in current year budget Annual/Reoccurring expenditure new, specify funding source: 4500 Other budget impacts: (revenue) Operations Impact: Consistent with current operation	? □Yes ⊠No □N/A If 0-45700-94000-56203-99999 generating, match requirements, etc.)	
Requires change in current opera Specify changes required: Known challenges/barriers:	ations/policy? □Yes ⊠No □N/A	

Public Safety and Community Health Committee Briefing Paper

Division & Department:	vision & Department: Innovation and Technology Services Division	
Subject:	Network Infrastructure Hardware Upgrades	
Date:	October 7, 2019	
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org, 625-6948	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Public Safety and Community Health Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Network infrastructure hardware upgrades, licensing, maintenance and support Utilizing Budget Accounts #5310-73100-94000-56409 #5310-99999-99999-14370	
Strategic Initiative:	Innovative Infrastructure	
Deadline:	November 1, 2019	
Outcome: (deliverables, delivery duties, milestones to meet)	Hardware purchase, licensing, maintenance and support	
Approximately 70% of network switches, routers and remote site hardware across the City of Spokane infrastructure are out of vendor support and will stop receiving hardware support, software upgrades or security updates. This project will bring all targeted hardware into compliance as well as position the City for an increased security posture. Additionally, due to the size of the order and current incentives, the vendor is providing significant discounts (\$887K) if the purchase is completed now.		
 Executive Summary: Cisco Hardware purchase, 5 years operating system licensing, and 18 months SmartNet extended support from Compunet, Inc. Requesting \$749,369.65 including tax for the hardware purchase, licensing and annual maintenance and support. Pricing is utilizing Washington State Contract Number: 01114 – NASPO Master Contract Number: AR233(14-19) Term is November 1, 2019—April 30, 2021 for SmartNet maintenance and support contract Term is November 1, 2019— October 31, 2024 for DNA licensing 		
Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No (Beginning 2021) If new, specify funding source: Capital replacement funds		
Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

Public Safety and Community Health Committee Briefing Paper

Division & Department:	ision & Department: Innovation and Technology Services Division	
Subject:	Computer equipment (servers, PCs, network) upgrades/replacement, and Capital software SBO.	
Date:	October 7, 2019	
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org, 625-6948	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Public Safety and Community Health Committee	
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Budget/Network infrastructure hardware upgrades, licensing, maintenance and support	
Strategic Initiative:	Innovative Infrastructure	
Deadline:	November 1, 2019	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO	
Background/History: This SBO is needed to ensure continued hardware support, software upgrades, & security updates for 70% of network switches, routers and remote site hardware across the City of Spokane. Due to the size of the order and current available incentives, the vendor is providing significant discounts (\$887k) if the purchase is completed now. This SBO also provides funding for disaster recovery hardware, accelerated PC replacements and additional upgrades needed for the virtual server platform and software. This will bring all targeted hardware into compliance as well as position the City for an increased security posture. Executive Summary: Additional replacement budget capacity required for 2019 due to major projects not completed in 2018 and rolled over to 2019, or not fully budgeted for in 2019. Examples of these projects include our disaster recovery data center buildout, first time use of the software replacement fund created in 2016, a more predictive computer replacement plan, and citywide replacement of end-of-life network equipment. In all cases, these costs are in the replacement fund and do not represent a new budget or funding requirement. This SBO request is for projects utilizing Capital Replacement Funds (funds we collect on all capital purchases). Computer Upgrade \$15,773; Capitalized Computer Equipment \$441,127; Capitalized Software \$786,312.		
Total \$1,243,212.		
Budget Impact: Approved in current year budget? □Yes ☑No □N/A Annual/Reoccurring expenditure? □Yes ☑No □N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operations/policy?		

ORDINANCE NO	
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An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the IT Capital Replacement Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the IT Capital Replacement Fund, and the budget annexed thereto with reference to the IT Capital Replacement Fund, the following changes be made:

FROM:	5310-99999 99999-	IT Capital Replacement Fund Unappropriated Reserves	<u>\$ 1,243,212</u>
TO:	5310-73100 18880-53521	IT Capital Replacement Fund Computers	<u>\$ 15,773</u>
	5310-73100 94000-56409	IT Capital Replacement Fund Computer/Micro Equipment	<u>\$ 441,127</u>
	5310-73100 94000-56403	IT Capital Replacement Fund Capitalized Software	\$ 786,312

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from additional replacement budget capacity required for 2019 due to major projects not completed in 2018 and rolled over to 2019, or not fully budgeted for in 2019. Examples of these projects include our disaster recovery data center buildout, first time use of the software replacement fund first created in 2016, a more predictive computer replacement plan, and citywide replacement of end-of-life network equipment. In all cases these costs are in the replacement fund and do <u>not</u> represent a new budget or funding requirement. Because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Co		I	
		Council President	
Attest	City Clerk	<u></u>	
	·		
Approved	as to formAss	sistant City Attorney	

Date
_

BRIEFING PAPER

Fleet Replacement Pilot September 30, 2019

Subject

Parks and Recreation intends to participate in a pilot program, beginning in 2019 towards replacing aging fleet vehicles. This program will purchase vehicles from Enterprise Fleet Management via a lease to own program.

Background

In 2018, CFO Gavin Cooley participated in a series of meetings with Enterprise Fleet Management. Enterprise Fleet has a program used by many Cities, Counties, School Districts, and private enterprise that is a cost saving alternative to traditional fleet replacement models. Attached is a link to a video from Kern County https://www.efleets.com/en/proof-and-insights/videos/kern-county-california.html

The Enterprise Model is built on 4 objectives:

- Lower the average age of the fleet
- Reduce operating costs
- Maintain a manageable vehicle budget
- Reduction of the carbon footprint

Upon reviewing these goals and objectives, Cooley explored the COS fleet inventory and identified Parks as good pilot for the Enterprise Fleet Model. Parks has the oldest fleet in the COS and does has an autonomous Park Board. Parks has approximately 50 light duty vehicles eligible to replace with Enterprise. Preliminary estimates indicate Parks will save \$350,000 over 10 years in a combination of vehicle purchase savings and lower maintenance and operation costs.

Parks conducted independent research on the Enterprise Model. Both Gonzaga University and Spokane Public Schools are currently under contract with Enterprise Fleet and speak favorably to this fleet replacement method.

Parks light duty fleet has an average age of 14.9 years. Older vehicles did not offer the safety features and fuel efficiency available today. Light duty vehicles are any vehicle smaller than a 1 ton rated vehicle.

Enterprise Fleet Model

Under this model, the COS determines the brand, make, and model of the replacement vehicle. Enterprise, through their massive buying power, purchase the new vehicles directly from the factory. The new vehicles are owned by the COS, through a lease to own program. These vehicles can either be maintained by COS Fleet Services employees, or outsourced to Enterprise mechanics—a decision left up to the COS. At some point in the vehicle lifecycle, Enterprise will produce a report to the COS, indicating the optimal time to sell. At this point, Enterprise will buy back the vehicle at a retail rate, and these dollars can then be used towards a replacement purchase. Or, the COS can decide to keep the vehicle. As mentioned before, ownership advantages include a newer and safer inventory, lower operation/maintenance costs, and more fuel efficient vehicles.

Action

Park Staff have been meeting with City Fleet to seek their support. Parks intends to begin this pilot in early 2019, replacing a yet to be determined amount of vehicles out of the budgeted parks vehicle replacement fund.

Spokane City Project Charter



Constraints:

To maximize savings, Parks will need to identify additional funding sources to replace (16) additional vehicles in 2020.

Timeline:

March 2019: Parks desires to order 5 vehicles from Fleet. Order is due 3/22/19

Spring 2019: Enterprise Fleet Strategy Manager begins analyzing future City fleet needs.

Summer 2019: Development of 2020 fleet replacement plan with Parks/Other City Departments

Sponsorship & Team:

Project Team Members	Title/Department
Jason Conley	Parks Executive Officer/Parks
Mark Buening	Parks Budget/Finance Director/Parks
Carl Strong	Assistant Director of Park Operations

Primary Stakeholders	Title/Department
Gavin Cooley	CFO/Finance

Subject Matter Experts	Title/Department
David Paine	Acting Fleet Director/Fleet
Troy Hayden	Fleet
Micaela Martinez	Procurement and Contracting/Fleet

Approvals

Sponsor Signature:

Sponsor Name: Gavin Cooley, CFO

Project Manager Signature:

Project Manager Name: Jason Conley, Parks Executive Officer

Date: 3 19 19

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.

Spokane Valley, WA 99212 {509) 534-5010

Toll **Free: 1-800-445-4807** Equipment Fax: {509) 755-5040



Quote# TTO3142019-1

Quote valid for 30 days

Quote Date: 3/14/2019

Quote Provided py:

Mike Alimane

Equipment/Aerial Sales
Phone: 800-445-4807 Ext-1120
Email: mikea@titantruck.com

	Customer Information	Vehicle Information				S_{I}	ecial Inst r	uction	ıs		<u> </u>	
	Enterprise Fleet Management 1119 SW 7th St Renton, WA 98057 Contact Name: Joe T Hatcher End User:	2019 Ford F250 SRW,, GVW VIN# Condition: New		Ph#: 4	125-917-756	3 Email : Joe.T.	Hatcher@e	fleets.c	com			
Qty	<u>Item Description</u>	Part Number	Serial Number	l Part	Charge	Exended Charg	e t:taS	lab	or Charie	•Estimated* FreightCharges	Item	ized Total
1				i		\$ -	4	S		ls ·	\$	
1	Western Ultramount 8'ft Pro Plus HD Commercial Straight Blade Snowplow System with Handheld Controller	WEST76980,31270, 75700-1, 73973-1,29760-2,96500			4,937.00	4,937.	00 7.00		686.00	500.00	I \$	6,123.00
1											\$	
1	(All Product FOB Spokane, WA.										S	
1											\$	
1											\$	
	Subtotals \$ 937.00 S 4,937.00 1.00 S 686.00 IS 500.00 \$ 6,12							6,123.00				
	ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED rate per hr \$ 98.00 Quote Total \$ 6,123.00								6,123.00			

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Manh a. / j 3/22/19



FLEET **MANAGEMENT**

Open-End (Equity) Lease Proposal

Date:

03/18/2019

Prepared For:

City of Spokane (578823)

Proposal Summary

Proposal#: P33333

Prepared For:

Conley, Jason

WA

Quantity:

	Driver I	nforma	ition						В	ase Lea	se Payme	ent				Initial Cha	arges Billed u	oon Delivery
Quote	Drive	ST	Use Tax Rate	Expected Annua Mileage	Capitalized Amoun (Delivered Price per Vehicle	Lease Term	Dep Rate	Dep Amoun	Mgmt Fee I	nteres Us	Monthly se Tax	Fu Main Program	Additiona Services ³	Total Monthly Payment inc Tax and Add Services	Book Value a Term	InIH,1I Charges ⁴	License Registration Certain Othe Charges and Tax	Total Initla Charges Bliied upon Delivery
2019 Ford	F-250 XL 4x4 SD Re	gular Ca	b 8 ft. box 142	in. WB SRW.	.US (0P)O	xford W	/hite / (0 l)	Medium Eart	h Gray w/HD	Vinyl 40/2	0/40 Spffl Be	ench Seat					_	.
4197953		WA	9.1000%	7,000	\$28,470.00	36	1.3500%	\$384.35	\$37.81	\$110,72	\$48.49			\$581.37	\$14,633.40	\$6,273.00	\$1,024.76	\$7,297.76
4197955		WA	9.1000%	7,000	\$28,470.00	36	1.3500%	\$384.35	\$37,81	\$110.72	\$48.49			\$581.37	\$14,633.40	\$6,273.00	\$1,024.76	\$7,297,76
4197956		WA	9.1000%	7.000	\$28,470.00	36	1.3500%	\$384.35	\$37.81	\$110.72	\$48.49			\$581.37	\$14.633.40	\$150.00	\$1,024.76	\$1,174,76

\$110.72

\$110,72

\$48.49

\$48.49

Total Monthly Payment for 5 vehicles:

\$581.37 \$2,906.85

\$581.37

\$14,633.40

\$14,633.40

Total Initial Charges for 5 vehicles:

\$1,024.76

\$1.024.76

\$150.00

174.76 \$18,119.80

\$1,174,7

9.1000%

9.1000%1

7,000

\$28,470.00

36

1.35009

1.35009

\$384.35

\$384.35

\$37.8

4197957

4197958

¹ Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

 $^{^2\}mbox{See}$ the following pages for details of Full Maintenance Service

 $^{^3}$ Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

[&]quot;Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle condiuons may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise FM Trust (not Enterprise FM Trust will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor IJnd" r the Master Open-End (Equity) Lease Agreement wilh r8SI)ect to such vehicles

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.



FLEET MANAGEMENT

Open-End (Equity) Lease Proposal

Date: 03/18/2019

Prepared For: City of Spokane (578823)

Aftermarket & Other Costs

Proposal#: P33333

Prepared For: Conley, Jason Quantity: 5

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price			
2019FordF	019FordF-250 XL4x4SD Regular &ab 8ft. box 142lii. WB SRW-US (0 P) Oxfotc! Wtilte / (0 l) edlum Earth Gray w/HO Vinyl 40/20/40 Spilt B!mdl Seat						
4197953		8' Western Pro Plus Snoplow		\$6,123 .00			
4197955		8' Western Pro Plus Snowplow		\$6,123.0			
		Total AftennilrtiljtEqulpinlf11t	S0.00	\$12,2,t6.00			

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Open-End (Equity) Lease Proposal

Date: 03/18/2019

Prepared For: City of Spokane (578823)

Conley, Jason

Capitalized Amount Calculations

Proposal#: P33333

Quantity: 5

Capitalized Price
Quote Billed on Deliver

Prepared For:

Manufacturer Invoice Price Incentives & Rebates























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sts	T

4197953	Capitalized Price	\$37,608,00	(\$9,338.00)	\$0.00	\$28,270.00		\$0.00			I	\$0.00 1	\$200 .00	\$0.001	\$ 0.00	\$28,410.0
419/933	Billed on Delivery					\$0.00	\$175.00			\$849.76	\$6,123,00 1	\$0.001	\$150 . o o l	\$0.00 I	\$1,291.
	Capitalized Price	\$37,608.00	(\$9,338.00)	\$0.00	\$28,270.00		\$0.00				\$0,00	\$200.00	\$0.00	\$0.00	\$28.470
4197955	Billed on Delivery					\$0.00	\$175 .00			\$849.76	\$6,123 .00	\$0.00	\$150.00	\$0.00	\$7,297
4400000	Capitalized Price	\$37,608.00	(\$9,338 .00)	\$0.00	\$28,270.00		\$0.00				\$0.00	\$200.00	\$0.00	\$0.00	\$28.470
4197956	Billed on Delivery					\$0,00	\$175.00			\$849. 76	\$0.00	\$0.00	\$150,00	\$0.00	\$1,174
4197957	Capitalized Price	\$37,608.00	(\$9,338.00)	\$0.00	\$28,270.00		\$0.00				\$0.00	\$200.00	\$0.00	\$0.00	\$28.470
	Billed on Delivery					\$0.00	\$175.00			\$849.76	\$0.00	\$0.00	\$150,00	\$0,00	\$1,174
	Capitalized Price	\$37,608.00	(\$9,338.00)	\$0.00	\$28,270.00		\$0.00				\$0.00	\$200.00	\$0.00	\$0.00	\$28,470
419/938	Billed on Delivery					\$0,00	\$175.00			\$849.76	\$0.00	\$0.00	\$150.00	\$0_00	\$1,174

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

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¹ Capitalized price of vehicles and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles

All **languageand acknowledgments** con tained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary- page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and cy titling, registration. and tax laws.



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FLEET MANAGEMENT

Quantity:

5

VEHICLE INFORMATION:

2019 Ford F-250 XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW - US Series ID: F2B

Pricing Summary:

 INVOICE
 MSRP

 Base Vehicle
 \$34,147.00
 \$35,945.00

 Total Options
 \$1,866.00
 \$2,050.00

 Destination Charge
 \$1,595.00
 \$1,595.00

 Total Price
 \$37,608.00
 \$39,590.00

SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White

Interior: AS - (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
142WB	142" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
473	Snow Plow Prep Package	\$ 169.00	\$ 185.00
525	Steering Wheel-Mounted Cruise Control (LPO)	\$ 214.00	\$ 235.00
54K	Manual Telescoping/Folding Trailer Tow Mirrors	Included	Included
585	Radio: AM/FM Stereo/MP3 (LPO) (Fleet)	\$ 501.00	\$ 550.00
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	Extra Heavy-Duty 200 Amp Alternator	Included	Included
90L	Power Equipment Group	\$ 832.00	\$ 915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
91M	SYNC Communications & Entertainment System	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA VB Flex-Fuel	Included	Included
Α	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
TBM	Tires: LT245/75Rx17E BSW A/T	\$ 150.00	\$ 165.00
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 2

Rear Cargo Door Type: tailgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator

Convex Driver Mirror: convex driver and passenger mirror

Mirror Type: manual extendable trailer mirrors

Door Handles: black

Front And Rear Bumpers: black front and rear bumpers with black rub strip

Rear Step Bumper: rear step bumper Front Tow Hooks: 2 front tow hooks

Front License Plate Bracket: front license plate bracket

Box Style: regular

Body Material: aluminum body material : class V trailering with harness, hitch

Grille: black grille

Convenience Features:

Air Conditioning manual air conditioning

Air Filter: air filter

Cruise Control: cruise control with steering wheel controls

Power Windows: power windows with driver and passenger 1-touch down

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Emergency SOS: 911 Assist emergency communication system

Front Cupholder: front cupholder

Glove Box: illuminated locking glove box Driver Door Bin: driver and passenger door bins Dashboard Storage: covered dashboard storage

IP Storage: bin instrument-panel storage

Retained Accessory Power: retained accessory power Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan Radio Data System: radio data system Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 4 speakers

1st Row LCD: 21st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps

Cab Clearance Lights: cargo bed light Underhood Light: underhood light Front Wipers: variable intermittent wipers Tinted Windows: light-tinted windows Dome Light: dome light with fade Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: analog display Tachometer: tachometer Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer

Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter Clock: in-radio display clock Systems Monitor: systems monitor Rear Vision Camera: rear vision camera

Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning

Battery Warning: battery warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning Door Ajar Warning: door-ajar warning Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare lire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag

Height Adjustable Seatbelts: height adjustable front seatbelts

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Ignition Disable: SecuriLock immobilizer Security System: security system Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Sealing Capacity max. seating capacity of 3 Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats Driver Lumbar: manual driver and passenger lumbar support Driver Fore/Aft: manual driver and passenger fore/aft adjustment Front Centre Armrest Storage: front centre armrest with storage

Leather Upholstery: vinyl front seat upholstery Headliner Material: full cloth headliner Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Briefing Paper Study Session

Division & Department:	Non-Departmental/Finance					
Subject:	Payment of expenses associated with Law & Justice Department Administrator					
Date:	10/7/19					
Author (email & phone):	Mike Ormsby					
City Council Sponsor:	Council Member Lori Kinnear					
Executive Sponsor:	Mike Ormsby, City Attorney					
Committee(s) Impacted:	Safe & Healthy					
Type of Agenda item:	☐ Strategic Initiative					
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan					
Strategic Initiative:	Improvement of the Court system					
Deadline:	November 1, 2019					
Outcome: (deliverables, delivery duties, milestones to meet)	·					
Executive Summary:						
	ty of Spokane and Spokane County to pay one half of the staff					
salaries and maintenance ar	nd operating expenses for this department.					
Budget Impact:						
	Approved in current year budget? \square Yes \boxtimes No					
Annual/Reoccurring expenditure? $\ \square$ Yes $\ \boxtimes$ No If						
new, specify funding source:						
Other budget impacts: (revenue generating, match requirements, etc.)						
Operations Impact:						
Consistent with current operations/policy? $\underline{\boxtimes}$ Yes $\underline{\square}$ No						
Requires change in current ope	• • •					
Specify changes required: Known challenges/barriers:						

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August 29, 2019

Ms. Theresa Sanders, City Administrator City of Spokane 808 West Spokane Falls Boulevard Spokane, Washington 99201

Re: Memorandum of Understanding Regarding the Spokane Regional Law and Justice Administrator and Staff Assistant (January I. 2020 through December 31, 2022)

Dear Theresa:

This correspondence will act as a Memorandum of Understanding ("MOU") between Spokane County ("County") and the City of Spokane ("City") Uointly "Parties") with respect to the above referenced matter.

I. BACKGROUND

The Board of County Commissioners in consultation with the City established the position of Spokane Regional Law and Justice Administrator ("Law and Justice Administrator").

The Law and Justice Administrator's position performs professional and technical services to support the work of the Spokane Regional Law and Justice Council as well as needed criminal justice system reforms and program implementation oversight. Services include, but are not limited to, facilitation, presentation and instruction, project management, consultation, research and analysis, and acting as an information clearing house. The Law and Justice Administrator position is a County employee.

II. PURPOSE

The purpose of this document is to reduce to writing the Parties respective obligations, both financial and otherwise, regarding the Law and Justice Administrator and the Staff Assistant to assist the Law and Justice Administrator.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

(1) The County will hire a Law and Justice Administrator and a Staff Assistant to assist the Criminal Justice Administrator ("Staff Assistant") for the timeframe from January I, 2020 through December 3 I, 2022.

The Law and Justice Administrator will provide those services/duties set forth in Spokane County's Law and Justice Administrator Class Specification. The Staff Assistant will provide services/duties to the Law and Justice Administrator as set forth in Spokane County's Staff Assistant Class Specification.

The Parties acknowledge that both the Law and Justice Administrator and Staff Assistant will be County employees.

The County will maintain a Law and Justice Administrator Department ("Department") similar to other County Departments.

(2) The County shall prepare an annual Department Budget (January I st through December 31 st) for each year of the term of this MOU. The County upon request will provide the City with a copy of the annual Department Budget.

The annual Department Budget will include the annual compensation paid by the County to the Law and Justice Administrator and Staff Assistant as well as M&O. The terminology compensation will include, but not be limited to salary, wages, benefits, and any sign-on bonuses. The terminology M&O will include, but not be limited to telephone, IT services (computer maintenance), office supplies, food, advertising, office equipment, and office rent if necessary.

The City agrees to pay 50% of the actual annual Department expenditures for compensation and M&O plus an indirect rate of 10% applied to all actual expenditures for compensation and M&O. Annual City payments will not exceed \$200K in any budget year during this period.

The County upon request will provide the City with a copy of the actual annual Department expenditures.

The County will bill the City in writing its 50% allocation for the timeframe from January pt through June 30th of each calendar year on July 30th and for the timeframe from July 1st through December 31st of each calendar year on January 30th of the following year.

Failure of the County to bill the City on the above dates shall not act as a waiver of any reimbursement obligation.

All billings shall be sent to City directed to the attention of the City Administrator via e-mail at an e-mail address the City provides to the County's representative identified below.

The City shall pay the County within thirty (30) calendar days of the date of the County's billing,

- (3) Consistent with the provisions of chapter 39.34 RCW, the Parties agree and acknowledge:
 - (a) **Purposes:** See 11 PURPOSE above.
 - (b) **<u>Duration</u>**: The term of the MOU shall commence on January I, 2020 and shall run through December 31, 2022. Six (6) months prior to the end of the term, the Parties shall meet and in good faith discuss continuing this MOU for an additional timeframe.
 - (c) <u>Separate Legal Entity:</u> This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
 - (d) **Responsibilities of the Parties:** See provisions above.
 - (e) <u>Agreement to be Filed:</u> The City and County shall be responsible for filing this MOU as provided for in RCW 39.34.040.

- (t) **Financing:** Each party shall be solely responsible for financing its obligations under this MOU or as otherwise provided for herein. Each party shall be responsible for the financing of its contractual obligations under its nonnal budgetary process.
- (g) **Termination:** Once executed, the MOU may be terminated only by mutual agreement of the Parties.
- (h) **Property upon Termination:** Except as provided for to the contrary herein, title to all personal property acquired by any party in the performance of this MOU shall remain with the acquiring party upon tennination of the MOU.

The County designates its Chief Operations Officer or his/her designee as its representative for the purpose of administering the terms of this MOU. The City designates the Mayor or his/her designee as its representative for the purpose of administering the terms of this MOU.

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

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of their respective party for purposes of confirming this MOU.

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

The City's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

This MOU will supersede and replace any prior understanding or discussions between the Parties regarding the matters set forth herein.

Very truly you,, Iohn Dickson Chief Operations Officer (Authorized by Board {Cou</th <th>nty Commission</th> <th>ners on August</th> <th>27 2019)</th> <th></th>	nty Commission	ners on August	27 2019)	
(Inimorized by Bourt 1. [Con	·		,	
	******	******	******	*
Reviewed and agreed to this t'	<u>y</u> of		2019.	
City of Spokane Theresa Sanders, City Admini	strator			

Briefing Paper Study Session

Division & Department: City Legal – City Prosecutor's Office				
Subject:	2019 Mental Health Court Interlocal			
Date:	10/07/2019			
Author (email & phone):	Justin Bingham, 509-835-5994			
City Council Sponsor:	Councilwoman Lori Kinnear			
Executive Sponsor:	Michael Ormsby, City Attorney			
Committee(s) Impacted:	Public Safety & Community Health Committee			
Type of Agenda item:	□ Consent □ Discussion □ Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)				
Strategic Initiative: Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.				
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)				
Executive Summary The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City Prosecutor prosecuting City cases only and City and County Public Defenders representing those who cannot pay. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision. Impact improved access for defendants to public mental health treatment services improved well-being of defendants, who are serviced by professional specialists prevents unnecessary incarceration of defendants with mental health issues An important outcome resulting from this Court for the larger community is improved public safety. Action Recommendation of the Public Safety and Community Health Committee for City Council approval of the 2019 Spokane Mental Health Court Interlocal Agreement (January 1, 2019 - December 31, 2019).				
Budget Impact: Approved in current year budget? ✓ Yes ☐ No Annual/Reoccurring expenditure? ✓ Yes ☐ No If new, specify funding source: 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: Known challenges/barriers:				

No.19 - 1 2 5 Q

BEFORI;: THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

IN THE MATIER OF A EXECUTING A MENTAL)
HEALTH COURT INTERLOCAL AGREEMENT)
AMONG SPOKANE COUNTY, CITY OF) SPOKANE,
SPOKANE COUNTY PROSECUTING) ATTORNEY
AND SPOKANE COUNTY PUBLIC) DEFENDER
FOR CALENDAR YEAR 2019

RESOLUTION

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

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

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

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

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

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April I, 2009, and terminating March 31, 20 I 4, to fund new or expanded chemical dependency or mental health treatment services and for the

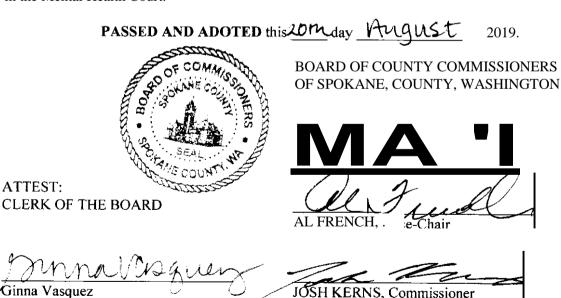
operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013 to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April I, 2014, and terminating December 3 I, 20 I 9, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. I 3-0964; and

WHEREAS, the COUNTY is desirous of making 2019 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with a 20 I9 expanded Mental Health Court; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January I, 2019 - December 31, 2019) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.



MENTAL HEALTH COURT INTERLOCAL AGREEMENT

(January 1, 2019 - December 31, 2019)

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

WITNESSETH:

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

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

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

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

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

for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:0 I a.m. April I, 2006, and automatically expired on midnight March 31, 2009; and

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

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

WHEREAS, the COUNTY is desirous of making 2019 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with a 2019 expanded Mental Health Court; and

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

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

SECTION NO. I: PURPOSE.

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

SECTION NO. 2: TERM.

This Agreement shall begin on January I, 2019, and continue until December 31, 2019

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2019, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to find positions and related maintenance and operation expenses (hereinafter referred to as "M&O") provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2017 I/I0th of I% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

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

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

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

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

I) City Presiding Judge:

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

2) City Prosecutor:

- o Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- o Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- o Representing the interests only of the CITY in conjunction with the Mental Health Court.

3) City Public Defender:

- o Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health County,
- o Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

B. CITY:

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

C. PROSECUTOR:

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

D. PUBLIC DEFENDER:

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

E. COUNTY:

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

F. LIMITED RESOURCES/ COOPERATION:

I) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.

- The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

SECTION NO. 4: COMPENSATION

The COUNTY shall reimburse the CITY, on a quarterly basis for expenditures it incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the Spokane County Budget Office at 1116 W Broadway, Spokane, Washington 99260 directed to the attention of the Senior Management & Budget Analyst. The COUNTY shall budget the annual amounts for the PROSECUTOR and PUBLIC DEFENDER as set forth in Attachment "A" to be supported by the mental health tax.

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

SECTION NO. 5: AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk.

SECTION NO. 6: MAINTENANCE OF RECORDS

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

SECTION NO. 7: ADMINISTRATION

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

SECTION NO. 8: PROPERTY UPON TERMINATION

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

SECTION NO. 9: LIABILITY

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

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

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

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

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

Each PARTY'S duty to indemnify shall survive the termination or expiration of the Agreement.

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

SECTION NO. 10: NOTICES

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

COUNTY: Chief Executive Officer or his/herauthorized representative

1116 West Broadway Avenue Spokane, Washington 99260

CITY: City Administrator or his/her authorized representative

City Hall, Seventh Floor

808 West Spokane Falls Boulevard Spokane, Washington 99201-3303

Copies: City Public Defender

824 North Monroe Street Spokane, Washington 99201

City Prosecutor

909 West Mallon Avenue Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney

1100 West Mallon Avenue Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender

1033 West Gardner Avenue Gardner Court Building Spokane, Washington 99260

SECTION NO. 11: INSURANCE

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

(I) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the CITY or its insurer(s) to the COUNTY.

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

SECTION NO.12: NON-WAIVER

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

SECTION NO. 13: HEADINGS

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

SECTION NO. 14: ENTIRE AGREEMENT

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

SECTION NO. 15: MODIFICATION

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

SECTION NO. 16: ASSIGNMENT

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

SECTION NO. 17: SEVERABILITY

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

SECTION NO. 18: COMPLIANCE WITH LAWS

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

SECTION NO.19: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 20: VENUE STIPULATION

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

SECTION NO. 21: COUNTERPARTS

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

SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES

A. <u>Purpose.</u> See Section No. 1 above.

G.	<u>Termination.</u> See Section No. 2 above.
Н.	Property upon Termination. See Section No. 7 above.
	TITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on year below their respective signatures.
DATED:	BOARD OF COUNTY COMMISSIONERS OF SPOKANE, COUNTY, WASHINGTON MARY L. KUNEY, Chair AL FRENCH, Vice Chair
ONNA VASQ	UEZ JOSH KERNS, Commissioner
CLERK OF TH 19 - 1 DATED:	2 5 0 CITY OF SPOKANE:
ATTEST:	By: Mayor
City Clerk	
Approved as to	form:
Assistant City A	Attorney

Organization of Separate Entity and Its Powers. See Section No. 6 above.

В.

C.

D.

E.

F.

<u>Duration.</u> See Section No. 2 above.

Financing. See Section 3 above.

Responsibilities of the Parties. See provisions above.

Agreement to be filed. See Section No. 4 above.

DATED: _ _ _ _ _



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SPOKANE COUNTY PUBLIC D EFENDER

(itle)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Tracy Staab Presiding Judge

CITY PUBLIC DEFENDER

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Katherine Knox

CITY PROSECUTOR

Justin Bingham

2019 ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH	FUNDING TO BE USED FOR
	TAX	+-:
CITY	\$240,133	City m y use this money for <u>P osecutor/Support</u> Staff/M&O, City Public Defender/Support i Staff/M&O, or any other item consistent with RCW 82.14.460.
·coUNTY PROSECUTOR	;\$114,280	County Prosecutor/Support Staff/M&O
iCOUNTY PUBLIC DEFENDER	- ' -\$-12_5_,8_5_3	Coo,rty PubH, Defurnk,/Sopport SmWM&()

Briefing Paper Study Session

Division & Department:	City Legal – City Prosecutor's Office
Subject:	2019 Relicensing Program Interlocal
Date:	10/07/2019
Author (email & phone):	jbingham@spokanecity.org (509)835-5994
City Council Sponsor:	Councilwoman Lori Kinnear
Executive Sponsor:	Michael Ormsby, City Attorney
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2019.
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Executive Summary:	
Background This regional program was re-established in 2009 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while suspended in the 3 rd degree. Impact Reduces number of unlicensed and uninsured drivers Reduces docket caseloads for Municipal and District Court Generates revenue via affordable monthly payment plans An important outcome resulting from this Court for the larger community is improved public safety. Action Recommendation of the Public Safety and Community Health Committee for City Council approval of the 2019 Relicensing Program Interlocal Agreement (January 1, 2019 – December 21, 2019). Budget Impact:	
Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts:	
Consistent with current operations/policy? $\underline{\boxtimes}$ Yes $\underline{\square}$ No	
Requires change in current operations/policy? \square Yes \boxtimes No	
Specify changes required: Known challenges/barriers:	

RECEIVED JUL242019

CITY CLERK'S OFFICE





City of Spokane & Spokane County

RELICENSING PROJECT INTERLOCAL AGREEMENT

DATE: January 1, 2019-December 31, 2019

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

WITNESSETH:

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

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

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

NOW THEREFORE, the PARTIES hereto agree as follows:

SECTION NO. 1: PURPOSE.

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

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2019 and continue until December 31, 2019. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION/FUNDING.

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

A. General:

- 1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
- 2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
- 3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section4-B of this Agreement.

B. Employees/Salary.

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

equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

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

D. Office Furniture, Supplies and Equipment.

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

E. Operational Expenses.

- 1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
- 2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
- 3. The CITY shall contribute the expenses associated with telecommunication line and long-distance charges.
- 4. The CITY shall contribute the expenses associated with postage.
- 5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
- 6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

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- 7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
- 8. The COUNTY will contribute the costs associated with revenue collection.
- 9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. <u>Budgeting:</u>

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2019. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October I, 2019, of its intent to participate in this Agreement in calendar year 2019 and any proposed budget changes affecting this Agreement for calendar year 2019. However, the Parties recognize that any intent to continue participation in 2020 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2019 for 2020. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

- 1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
- 2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2019, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2019 showing that the CITY advances approximately forty-eight percent (45%) of budgeted costs of RP and the COUNTY advances fifty-two percent (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
- 3. In January 2020, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January I, 2019 through December 31, 2019 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2019 through December 31, 2019 contribution.

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- 4. Using the same percent of contribution determined in paragraph 3, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January I, 2019 through December 31, 2019. The proceeds from the administrative fee collected during October, November and December of 2019 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January I, 20I 9 through December 3 I, 20I 9 to those determined under the terms of paragraph 3.
- 5. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

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

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTYIPROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third-party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY!PROSECUTOR. If an action, claim or proceeding instituted by a third-party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold_harmless the COUNTYIPROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury f C Y and/or COUNTY employees acting within the scope of this Agreement. *AJ*., v,..., IES have specifically negotiated this provision.

County initials City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee

City of Spokane

Seventh Floor, City Hall

808 West Spokane Falls Boulevard Spokane, Washington 99201

Copy: City Prosecutor

909 West Mallon Avenue Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee

Spokane County Cou.··H1ouse 1116 West Broadway Avenue Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor

1100 West Mallon Avenue Spokane, Washington 99260

SECTION NO. 8: PROPERTY UPON TERMINATION

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

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: ANTI-KICKBACK

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

SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES

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

SECTION NO. 12: MISCELLANEOUS

- A. <u>Non-Waiver.</u> No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY **in** the future.
- B. <u>Headings.</u> Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. <u>Entire Agreement.</u> This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

- D. <u>Modification.</u> No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. <u>Assignment.</u> No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- F. <u>Severability</u>. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. <u>Compliance with Laws</u>. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. <u>Non-Discrimination</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- I. <u>Venue.</u> This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- K. <u>Relationship of the Parties.</u> The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

IN WITNESS WHEREO F, the PARTIES have caused this \land grccment to be executed on date and year opposite their respective signatures.

ADOPTED this 9th day of July	, 2019.
A'TTEST:	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON MARY L. KUNEY, Chair AL FRENCH. Vice-Chair
o?nnavaseiucz,drk of th o 1,U1.,r'Y	ERNS, Commissioner
Dated: 7-=-/1 6/J q .	PROSECUTOR: — H. Hashell Lawrence H. Ilaskell, County Prosecutor
Dated:	CITY Of SPOKANE
	By:
	Title:
ATTEST:	Approved as to form:
City Cle rk	Assistant City Attorney

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SCHEDULE "A"

2019 Community Relicensing Project Budget Summary

	Gross Expense	City Contribution	County Contribution
City Prosecuting Attorney			
Personnel Expenses			
Asst Prosecutor - Salary	69,888	69,888	
Asst Prosecutor - Benefits	30,362	30,362	
City Non-personnel Expenses	-		
Registration and Travel	2,059	2,059	
Equipment	-		
Publications and Supplies	4,906	4,905.60	
Office Space and Services	7,986	7,986.20	
Total City Prosecutor Expenses	115,201	115,201	
County Prosecutor			
Personnel Expenses			
LOA2 - Salary	36,597		36,597
Paralegal - Salary	51,114		51,114
Payroll - Benefits	51,477		51,477
County Copier			
Lease	774		774
Copy use	66		66
Total County Prosecutor Expenses	140,028		140,028
Total Funding	255,228	115,201	140,028
%	100%	45%	55%

No.19 - 1 21 5

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

IN	THE	MATTER	CORRECTING	Α)	
SCR	IVENE	R'S ERROR	IN RESOLUTION	NO.)	RESOLUTION
19-1	171 AN	D ITS ATT	ACHED INTERLO	DCAL	()	
AGI	REEMEN	VΤ)	

WHEREAS, pursuant to the prov1s1ons of RCW 36.32.120(6), the Board of County Commissioners of Spokane County ("Board" or "Board of County Commissioners") has the care of county property and the management of county funds and business; and

WHEREAS, the Board passed Resolution No. I 9-1171 executing a relicensing project interlocal agreement among the County of Spokane, the City of Spokane, and the Spokane County Prosecutor's Office, on July 9, 2019; and

WHEREAS, a scrivener's error occurred on page 4 of IO of the Interlocal Agreement, Section No. 4, 82; and

WHEREAS, the Board desires to acknowledge the scrivener's error and correct the same; and

WHEREAS, but for the scrivener's error identified above, Resolution No. 19-1171 and its attached Interlocal Agreement is otherwise correct.

NOW, THEREFORE, BE IT **HEREBY RESOLVED,** by the Board of County Commissioners of Spokane County, Washington, that the scrivener's error contained in the Interlocal Agreement attached to Resolution No. 19-1171 on page 4 of IO of the Jnterlocal Agreement, Section No. 4, 82, is corrected to read as follows:

(Strikethrough language stricken)

2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2019, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2019 showing that the CITY advances approximately <u>fufly eight</u> forty-five (45%) of budgeted costs of RP and the COUNTY advances approximately <u>fifty !NO</u> fifty-five (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

BE IT **FURTHER RESOLVED**, that but for the changes as set forth above, all other provisions of Resolution No. 19-117 I, and its attached Interlocal Agreement, shall remain in full force and effect, without any change or modification whatsoever.

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

ITTEST:

AL FRENCH, Vice-Chair

SH KERNS Commissioner

Briefing Paper Study Session

Division & Department:	Municipal Court	
Subject:	Interlocal Agreement for Facilities for Municipal Court with Spokane County	
Date:	10/7/19	
Author (email & phone):	Mike Ormsby, 6287	
City Council Sponsor:	Lori Kinnear	
Executive Sponsor:	Michael Ormsby, City Attorney	
Committee(s) Impacted:	Safe and Healthy and Sustainability	
Type of Agenda item:	□ Consent □ Discussion □ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:	Safe & Healthy – Facilities necessary to achieve goal of improved results in legal system	
Deadline:	12/1/19	
Outcome: (deliverables, delivery duties, milestones to meet)	Provides space for important Municipal Court functions which are necessary to improve legal outcomes.	
Executive Summary: Municipal Court, with other department of the City, are working to improve outcomes in the legal system. This space is necessary to continue this work and provide Municipal Court services.		
Budget Impact: Approved in current year budget? ☑ Yes □ No Annual/Reoccurring expenditure? ☑ Yes □ No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact: Consistent with current operat Requires change in current ope	ions/policy? $\underline{\boxtimes}$ Yes $\underline{\square}$ No erations/policy? $\underline{\boxtimes}$ Yes \square No	

INTERLOCALAGREEMENT

WITH REGARD TO CITY MUNICIPAL COURT/PROBATION SPACE

(January 1, 2017 - December 31, 2020)

THIS AGREEMENT, made and entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "County", and CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City", jointly hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 6.32.120(6), the Board of County Commissioners has the care of the county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties' joint uses and the Parties continue to jointly share in the building's maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County - City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the "Buildings"; and

WHEREAS, the Buildings are occupied and used by various County and City departments; and

WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is for the County and City to set forth their understandings as to sharing of costs for each Parties' respective use of the below Buildings (the "Buildings") owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County Courthouse Annex 1116 West Broadway Avenue Spokane, Washington

Spokane County-City Public Safety Building 1100 West Mallon Avenue Spokane, Washington

SECTION NO. 2: TERM/ TERMINATION

The term of this Agreement shall commence as of January 1, 2017, and run through December 31, 2020. This Agreement will automatically renew after the initial term for one (1) year time frames commencing January 1st and running through December 31st unless one of the Parties gives six (6) months written notice prior to the end of the initial term or any renewal of its intent not to renew.

SECTION NO. 3: COUNTY OBLIGATIONS

The County shall provide all maintenance/operation, security and insurance for the Buildings.

For purposes of this Agreement, the terminology "maintenance/operation" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components. Providing utility services to the Buildings, including but not limited to those for sewer, water, gas, electricity, telephone, heat, cooling, janitorial, and refuse service.

For purposes ofthis Agreement, the terminology "security" shall mean internal and external personnel and/or equipment as well as modifications to either as may be required by the Board of County Commissioners consistent with statutes or security needs identified by the Spokane County Campus Security Committee.

For purposes of this Agreement, the terminology "insurance" shall mean risk-transfer mechanism that ensures full or partial financial compensation for the loss or damage caused by event(s) that are beyond the control of the insured party.

SECTION NO. 4: SPACE SHARING

Every January 1st, commencing with 2017, the County will perform a walk-through of the Buildings and record the square footage usage of the buildings by all occupants of the building, including but not limited to the City Municipal Court, City Probation Department, and Children's Waiting Room. This information will be entered into the annual County Full Cost Allocation Plan.

The Parties recognize that minor adjustments in square footage utilization may occur from time to time throughout a calendar year and agree that minor adjustments in square footage utilization ofless than ten (10) percent will be recorded during the subsequent annual walk-through of the Buildings. The Parties further agree that they may discuss square footage adjustments of ten (10) percent or

greater and may mutually agree by written memorandum of the Parties representatives to make shared cost adjustments during a calendar year.

SECTION NO. 5: COST SHARING

The PARTIES shall share the costs of the Buildings maintenance/operation, security and insurance items outlined in SECTION NO. 3 COUNTY OBLIGATIONS. Annual expenses are calculated separately for the Buildings and entered in the County Full Cost Allocation Plan. The County Full Cost Allocation Plan allocates the Buildings annual expenses including indirect costs calculated in the plan to the occupants of the Buildings based on the relative square foot percentage of the PARTIES occupancy of the Buildings as determined in SECTION NO. 4 SPACE SHARING.

- A. Annual maintenance/operation costs for the Buildings include but are not limited to:
 - 1. Building Depreciation Depreciation for the Buildings.
 - 2. Facilities Maintenance Janitorial, utilities, fire inspection, HVAC, etc.
 - 3. Steam Plant- Climate control.
- B. Annual security costs for the Buildings include but are not limited to:
 - 1. Court Room Security security personnel.
 - **2.** Campus Security and Employee ID security personnel, security software/hardware, and issuance of access ID cards.
 - 3. Campus Security Outside Night -nighttime security patrol.
- C. The annual insurance premium for the Buildings is provided by the County's Risk Manager.

The PARTIES agree that the cost of non-shared use office alterations or improvements for individual areas within the Buildings shall be the sole financial responsibility of the individual party. The City shall request approval from the County Chief Executive Officer prior to any office alterations or improvements.

SECTION NO. 6: RECONCILIATION AND PAYMENT

The Buildings Costs billed to the City for Municipal Court and Probation Department in the Buildings shall be the total of the amounts outlined in SECTION NO. 5 above. These costs will be calculated by September 30th of the subsequent year. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 7: NOTICE

Except as provided to the contrary in Section No. 4, all notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee

Spokane City Hall

808 West Spokane Falls Boulevard

Spokane, Washington 99201

Copy: Presiding Judge, City of Spokane Municipal Court

1100 West Mallon Avenue Spokane, Washington 99260

COUNTY: Chief Executive Officer or designee

Spokane County Courthouse 1116 West Broadway Avenue Spokane, Washington 99260

SECTION NO. 8: COUNTERPARTS

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

SECTION NO. 9: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party. Provided, however, this does not prohibit the County from contracting for all or a portion of the maintenance/operation or security of the Buildings.

SECTION NO. 10: INDEMNIFICATION/HOLD HARMLESS

The County shall protect, defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The County will not be required to indemnify, defend, or save harmless the City if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the City. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The City agrees to protect, defend, indemnify, and hold harmless the County its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The City will not be required to indemnify, defend, or save harmless the County if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the County. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The County and City agree that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any County or City employees or agents while performing work authorized under this Agreement. For this purpose, the County and City, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the City or the County shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO.11: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The Parties shall respectively be independent contractors in cortjunction with meeting their responsibilities under this Agreement and not the agent or employee of the other party. The Parties are interested only in the results to be achieved and the right to control the particular manner, method and means in which the Parties obligations are performed is solely within the discretion of the party. Any and all employees of the Parties who provide obligations to the other parties under this Agreement shall be deemed employees solely of the party providing the service. The Parties shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

SECTION NO. 12: MODIFICATION

Except as may be provided in Section No. 4, this Agreement may be modified in writing by mutual written agreement of the Parties.

SECTION NO. 13: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with any party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed by the Parties to the contrary.

SECTION NO. 14: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

This Agreement shall be binding upon the Parties hereto, their successors and assigns.

SECTION NO. 15: DISPUTE RESOLUTION

The Parties agree that any dispute as to the "Space Sharing" or "Cost Sharing" shall be referred to the City Administrator and County Chief Executive Officer or their assigns for resolution. In the event, they are unable to resolve the dispute, it shall be submitted to arbitration. County and City shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the Parties. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

SECTION NO. 15: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 16: SEVERABILITY

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 17: HEADINGS

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

SECTION NO. 18: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 19: FILING

The City shall file this Agreement with its City Clerk or alternatively place the Agreement on the City's website or other electronically retrievable public source. The County shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the County's website or other electronically retrievable public source.

SECTION NO. 20: EXECUTION AND APPROVAL

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 21: COMPLIANCE WITH LAWS

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

SECTION NO. 22: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 23: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 24: INSURANCE

During the term of the Agreement, the City and County shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The City and County shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 25: SUPERSEDES

This Agreement shall supersede any prior agreement between the Parties with respect to the purpose of this Agreement as set forth in Section No. 1.

SECTION NO. 26: RCW 39.34 REQUIRED CLAUSES

- a. **PURPOSE:** See Section No. 1.
- b. **DURATION:** See Section No. 2.
- c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d. **RESPONSIBILITIES OF THE PARTIES:** See provisions within Agreement.
- e. **AGREEMENT TO BE FILED:** See Section No. 19.
- f. **FINANCING:** See provisions within Agreement.
- g. **TERMINATION:** See Section No. 2.

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

DATED:	BOARD OF COUNTY COMMISSIONERS
	OF SPOKANE COUNTY, WASHINGTON
	JOSH KERNS, CHAIR
ATTEST:	
	MARY KUNEY, VICE-CHAIR
Ginna Vasquez, Clerk of the Board	AL FRENCH, COMMISSIONER

CITY OF SPOKANE DATED: By: Title: City Clerk Approved as to form:

City Attorney / Assistant

Briefing Paper (Public Safety & Community Health Committee)

Division & Department:	Spokane Police Department		
Subject:	To Accept Funding from WSP for MJ Eradication FY2019		
Date:	10/07/2019		
Contact (email & phone):	Sgt. Nate Spiering – <u>nspiering@spokanepolice.org</u>		
City Council Sponsor:			
Executive Sponsor:			
Committee(s) Impacted:	Public Safety Community Health Committee		
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Funding for the K-9 Unit from Washington State Patrol (WSP) for Marijuana Eradication FY2019 - 06/01/2019-09/30/2019 - \$10,000.00.		
Background/History:			
, , ,	ween the City of Spokane Police Department and Washington		
· · · · · · · · · · · · · · · · · · ·	le funding for Marijuana Eradication. Funding will be used for		
	llicit cannabis plants, and the investigation and prosecution of		
cases involving controlled su Executive Summary:	ibstalices. CFDA # - NA.		
Executive Summary.			
K-9 sometimes gets funding from Washington State Patrol for Marijuana Eradication. The last funding was received in 2016. WSP receives the funds from the DEA.			
Budget Impact:			
Approved in current year bu	dget? □ Yes ⊠ No □ N/A		
Annual/Reoccurring expend	iture? □ Yes □ No ⊠ N/A		
If new, specify funding sourc	ce: Federal Funding - Washington State Patrol		
Other budget impacts: (reve	nue generating, match requirements, etc.)		
Operations Impact:			
·	rations/policy? ⊠ Yes □ No □ N/A		
Requires change in current of	pperations/policy? ☐ Yes ☒ No ☐ N/A		
Specify changes required:			
Known challenges/barriers:			
İ			

Briefing Paper Study Session

Division & Department:	Fire Department	
Subject:	Agreement with SREC for Fire	
Date:	10/7/19	
Author (email & phone):	Mike Ormsby	
City Council Sponsor:	Council Member Lori Kinnear	
Executive Sponsor:	Mike Ormsby, City Attorney	
Committee(s) Impacted:	Safe & Healthy	
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget	
Strategic Initiative:	Safe & Healthy Community	
Deadline:	October 14, 2019	
Outcome: (deliverables, delivery duties, milestones to meet)	Provide backup fire dispatcher services to the City	
Executive Summary:		
The City has elected to continue to provide fire dispatch services. There is a shortage of City employees to provide these dispatch services, so until new dispatchers are hired and trained, the City will utilize SREC dispatchers to back up the City.		
Budget Impact:	,	
Approved in current year budget? $oximes$ Yes $oximes$ No		
Annual/Reoccurring expenditu	re? 🗵 Yes 🗆 No If	
new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact:	ions/policy?	
Consistent with current operations/policy? \square Yes $\underline{\boxtimes}$ No Requires change in current operations/policy? \boxtimes Yes \square No		
Specify changes required: Know		

AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE REGIONAL EMERGENCY COMMUNICATIONS REGARDING TEMPORARY 9-1-1 DISPATCH BACKUP SUPPORT SERVICES

This Agreement is between the City of Spokane, a political subdivision of the State of Washington, (the "City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors.

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Resolution 2018-0245, as amended by Spokane County Resolution 18-0772, as further amended by Spokane County Resolution 19-1152, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, The Spokane Fire Department is experiencing a shortage of trained and available Fire Communication Specialists. It is anticipated Spokane Fire Department will have only five (5) full-time equivalent ("FTE") employees after July 23, 2019. Spokane Fire Department staffing coverage will be reduced to one (1) fire communication specialist per shift and one (1) relief fire communication specialist during this staffing shortage. While the Spokane Fire Department is in the process of hiring additional staff, it is anticipated that the Spokane Fire Department staff may not be able to cover all the vacated shifts; and,

WHEREAS, SREC is willing to provide the Spokane Fire Department with temporary backup support for 911 dispatch services while Spokane Fire Department hires and trains employees during its temporary staffing shortage; and

WHEREAS, chapter 39.34 RCW authorizes public agencies to contract with each other for services.

NOW THEREFORE, the Parties agree as follows:

- 1. <u>PURPOSE</u>. The purpose of this Agreement is to set forth the terms by which SREC will temporarily supplement Spokane Fire Department Dispatch level of service needs for emergency purposes and during this unanticipated staffing shortage.
 - A. <u>Personnel and Services</u>. SREC and SFD personnel may cover for each other during breaks. In addition, certain SREC personnel as available (the "SREC Mutual Aid Employees") shall provide the following services, on a

voluntary basis in excess of their regular work schedules as SREC employees, as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor, to the City on a month-to-month basis beginning August 1, 2019 (the "Services"):

Vacant shift coverage and daily staffing needs for breaks, 911 call answering, and any additional needs as requested by the Spokane Fire Department Deputy Chief of Support Services and authorized by the SREC Fire Operations Manager or a SREC Fire Supervisor. Additionally, SREC will attempt to cover shift vacancies unable to be filled by Spokane Fire Department with SREC Mutual Aid Employees, on a voluntary basis, who are fire-qualified dispatchers.

- B. <u>Maximum Hours</u>. The SREC Mutual Aid Employees shall not work in excess of 36 hours per shift, individually, while providing the Services to the City in addition to their regular SREC work schedule.
- C. <u>Facilities/Equipment/Software</u>. SREC shall provide at no cost to the City all facilities, equipment and software necessary for the SREC Mutual Aid Employees to perform the Services.
- D. <u>Specific Location of Services</u>. The SREC Mutual Aid Employees shall perform the Services at the Combined Communications Building, 1620 N. Rebecca Street, Spokane, WA 99217, or at other locations as mutually agreed upon by both Parties.
- DURATION / TERMINATION. This Agreement is effective upon approval by the Parties and shall continue unless and until terminated by either Party upon thirty (30) days written notice to the other Party. The Parties estimate the time needed for the Spokane Fire Department to resolve its staffing shortage will be not more than eighteen (18) months.

FEES AND INVOICES.

Fees for the Services shall be billed by SREC to the City on a monthly basis in arrears, at the hourly rate of \$80.00 per hour, or portion thereof, for Services provided by any SREC Mutual Aid Employee.

4. TIMING OF PAYMENTS.

SREC shall submit monthly invoices for payment to the City at 44 W. Riverside Ave. Spokane, WA 99201. The City shall submit payment within ten (10) days of receipt of invoice and remitted to SREC, 1620 N. Rebecca St., Spokane, WA 99217.

- 5. <u>AUDIT / RECORDS</u>. SREC shall provide access to authorized representatives of the City, at reasonable times and in a reasonable manner, to inspect and copy[audit] the financial records of SREC in support of the invoices for the Services. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
- 6. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Executive Director

SREC

1620 N Rebecca Street
Spokane, Washington 99217
Email: Imagkham @anakanasity.ou

Email: Imarkham@spokanecity.org

CITY: Mayor, City of Spokane

808 W Spokane Falls Blvd

7th Floor City Hall

Spokane, Washington 99201

Email:

Copy to: City Attorney, City of Spokane

808 W Spokane Falls Blvd

7th Floor City Hall

Spokane, Washington 99201

Email:

- 7. <u>ASSIGNMENT</u>. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.
- 8. RELATIONSHIP OF THE PARTIES. The Parties intend that this is a Mutual Aid Agreement only and not an employment or other agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

9. <u>INDEMNIFICATION</u>. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, the City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of City's property for the provision of public safety communication services within the City and the negligent or intentional acts or omissions of the City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the negligence of SREC, or its officers, agents or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the City's property for the provision of public safety communication services within the City and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the negligence of the City, or its officers, agents or employees.

10. INSURANCE. At its own expense, each Party shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. Types of Required Insurance.

 General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:

Combined Single Limits per Occurrence: \$3,000,000

Annual Aggregate: \$5,000,000

- 2. Automobile Liability Insurance for vehicles used in the performance of this Agreement with limits of not less than \$3,000,000 per accident combined single limit (CSL).
- State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;
- 4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below:

Each Employee

Policy Limit: \$1,000,000 By Accident: \$1,000,000 By Disease: \$1,000,000

- B. Terms of Insurance. The policies required under this Section 10 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:
 - 1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
 - 2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
 - 3. All liability policies must provide coverage on an occurrence basis; and
 - 4. Liability policies shall not include exclusions for cross liability.
- C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 10 and, if requested, copies of policies to the opposing party subject to this agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such

certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts.

- D. Proof of self-insurance by a Party shall satisfy all insurance requirements of Section 10 of this Agreement.
- 11. <u>VENUE STIPULATION</u>. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- 12 <u>COMPLIANCE WITH LAWS</u>. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- 13. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, gender identification, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

14. MISCELLANEOUS.

- A. <u>NON-WAIVER</u>. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. <u>ENTIRE AGREEMENT</u>. This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

- C. <u>MODIFICATION</u>. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. <u>HEADINGS</u>. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. <u>SEVERABILITY</u>. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

15. RCW 39.34 REQUIRED CLAUSES.

- A. <u>PURPOSE</u>. See section 1 above.
- B. DURATION. See section 2 above.
- C. <u>ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS</u>. SREC shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
- E. <u>AGREMENT TO BE FILED</u>. The City shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source. SREC shall place it on its web site or other electronically retrievable public source.
- F. <u>FINANCING</u>. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION. See section 2 above.

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

Date:	COMMUNICATIONS
	By:
	Bryan A. Collins, Chair
Date:	CITY OF SPOKANE
	Ву:

Briefing Paper Public Safety and Community Health Committee

Division & Department:	City Council		
Subject:	WASPC Grant Funding Allocation		
Date:	October 7, 2019		
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org		
City Council Sponsor:	Breean Beggs		
Executive Sponsor:			
Committee(s) Impacted:	PSCHC		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment:			
Strategic Initiative:	Right Resource, Right Time; Criminal Justice Reform, Our Most Vulnerable		
Deadline:	Will file after committee for Council consideration on October 21, 2019		
Outcome: (deliverables, delivery duties, milestones to meet)			
<u>Background/History:</u> Through the Trueblood settlement, the City and County have been awarded a sizeable grant to fund a regional co-deploy team to increase the use of social workers and mental health professionals in law enforcement contacts in both jurisdictions.			
 Executive Summary: Requests that at least 80% of grant funding go to support funding salaries, benefits, supervision and administration of social workers and mental health professionals beginning January 1, 2020. Requests that no more than 20% of grand funding go to other uses, including law enforcement salaries, equipment and training beginning January 1, 2020. 			
Budget Impact: TOTAL COST: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Trueblood Settlement WASPC Grant Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes N/A Requires change in current operations/policy? Yes N/A Specify changes required: Known challenges/barriers:			

RESOL	.UTION NO.	2019-

A Resolution stating the City Council's goals for allocating funds received by WASPC Trueblood Settlement Grant.

WHEREAS, the City and County have been allocated a sizable grant to further develop a regional co-deployed team to increase the use of social workers and mental health professionals in law enforcement contacts by both the Spokane Police Department and the Spokane County Sheriff's Department; and

WHEREAS, the joint Administration-City Council 6-Year Strategic Plan, One Spokane, which was adopted by resolution on December 11, 2017, specifically calls for improving integrated responses to emergencies and advancing public safety through criminal justice reform; and

WHEREAS, the Spokane Police Department's Community Diversion Unit currently utilizes four full-time mental health professionals co-deployed with SPD officers and the unit diverted nearly 500 individuals between its inception in mid-2018 and March 2019 away from jail and the emergency room¹; and

WHEREAS, Frontier Behavioral Health, which partners with SPD on the Community Diversion Unit, estimates that only 25% of the diverted individuals have been contacted by the unit a second time.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests that the City of Spokane's funding from the WASPC Trueblood Settlement Grant be allocated as follows beginning January 1, 2020:

- At least 80% of dollars support the work of the new regional co-deployment team by funding the salaries, benefits, supervision and administration of social workers and mental health professionals to be co-deployed with City of Spokane Police Officers in order to assist officers when needed on mental health, addiction and other related calls.
- Up to 20% of dollars to go to other qualified uses, including law enforcement salaries, equipment and training.

Passed by the City Council this_	day of	, 2019
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¹ https://www.inlander.com/spokane/a-new-program-pairs-mental-health-specialists-with-police-officers-in-hopes-of-directing-people-toward-help-rather-than-jail/Content?oid=17099787

	City Clerk	
Approved as to form:		
Assistant City Attorney		