

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING
AGENDA FOR MONDAY, November 4, 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 November 4, 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**
 - [October 7, 2019 PSCHC Meeting](#)
- III. **Reports/Updates – Briefing Papers Only, No Discussion**
 1. [OPO Monthly Update – September 2019](#)
 2. [Sit & Lie Enforcement Update \(SPD\)](#)
 3. [Photo Red Update \(SPD\)](#)
 4. [November Strategic Initiatives Report \(SPD\)](#)
- IV. **Consent Agenda – Briefing Papers Only, No Discussion**
 1. [Chase Youth Foundation Contract Renewal \(Neighborhood & Business Services\)](#)
 2. [Purchase of Body for Service Truck \(Public Works, Fleet Services\)](#)
 3. [Purchase of Chassis for Service Truck \(Public Works, Fleet Services\)](#)
 4. [Renewal of Northeast, West Central, and Southwest Community Center Operational Funding Contracts \(Neighborhood & Business Services\)](#)
 5. [Wastewater Lift Stations Condition Assessment \(Public Works, 4310 Wastewater Maintenance\)](#)
 6. [Proposed Contract / Informal Request for Proposals for SFD Training \(SFD\)](#)
 7. [Upgrade to HVAC Control System at the Combined Communications Building, SFD Training and SFD Maintenance \(SFD\)](#)
 8. [Purchase of \(1\) Pierce 107' Quint Fire Apparatus \(SFD\)](#)
 9. [Value Blanket for High Calcium Quicklime Purchase for the WTE \(Public Works, Solid Waste Disposal\)](#)
 10. [Strategic Investments Fund: Agreements for FOBL, Native Project, and Southside Community Center & Agreement with Spokane Arts \(Council\)](#)
 11. [PMWeb, Inc. Annual Software Maintenance and Support \(Innovation and Technology Services\)](#)
 12. [Rubicon Global, LLC Annual Software Renewal & Additional Vehicle Tablet / Pods Purchases \(Innovation and Technology Services\)](#)
 13. [JAG19 Grant Equipment SBO \(SPD\)](#)
 14. [STA Plaza Security 2020 ILA \(SPD\)](#)
 15. [Operational Agreement for Safe Streets Task Force \(SPD\)](#)

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 (15 minutes)
3. Strategic Priority: Criminal Justice Reform
 - NONE
4. Strategic Priority: City-Wide Clean & Safe
 - [POD Cleanup Efforts Update & Law Enforcement / Community Court Data](#) – Major Kevin King (15 minutes)

VI. Discussion Items (as needed)

1. Staff Requests
 - [Conflict in Countywide Addressing Standards](#) – Tami Palmquist (10 minutes)
2. Council Requests
 - [City of Spokane Office of Emergency Management Discussion](#) – CM Beggs (10 minutes)
 - SCRAPs Emergency Response Protocol Discussion – CM Kinnear (15 minutes)
 - [Presentation on Ordinance to Formalize Therapeutic Courts](#) – CM Beggs (10 minutes)

VII. State Legislative Update (as needed)

- Erik Poulsen

VIII. Adjournment

Next Committee meeting will be held on December 2, 2019

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

Public Safety & Community Health Committee

Meeting Minutes – October 7, 2019

Call to Order: 1:15 PM

Attendance:

PSCHC Members Present: PSCHC Chair CM Kinnear, CM Fagan, CM Stratton, CM Beggs, CM Mumm, CM Burke (arrived at 1:19 PM)

Staff/Others Present: Assistant Chief Lundgren, Major King, SFD Chief Schaeffer, Ombudsman Logue, Mike Ormsby, Eric Finch, Police Ombudsman Bart Logue, SFD Assistant Chief John, Mike Lopez, Patrick Striker, Erik Poulsen, Ariane Schmidt, Kristen Gable, Andrew Rowles, Jeff Humphrey, Kristen Gable, Dan Sigler

Approval of September 9, 2019 minutes: Motion to approve by CM Fagan; M/S by CM Mumm. The committee approved the minutes from the September 9, 2019 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

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

Consent Agenda Portion:

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)

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 Stabilization Center with Dan Sigler and Kristen Gable from Pioneer Services. The group began with a project status report. They pointed out that the main thing to notice is that this is a three phase process: 1) Initiation and Planning; 2) Construction / Ramp-Up; and 3) Operational Readiness. Ms. Schmidt said the Initiation and Planning phase is just being completed. She also noted that they have been making good progress along their scheduled timeline. Ms. Schmidt noted that they are hoping to fill a delta between what funding is covered by Medicaid with other funding. Ms. Schmidt said the reason they took a long time on the Performa for this project was because they had to commit to running out of the space for 10 years. Mr. Sigler then presented on the draft performance measures. They have four main goals: 1) Jail Diversion; 2) Reduce Recidivism; 3) Address Inefficient Re-Entry; and 4) Lower ER Utilization. CM Kinnear asked who makes the decision to divert someone into this program. Ms. Schmidt said that SPD has worked with them to come up with charges that could be diverted. CM Kinnear said she is concerned that there wouldn't be a social service person in the mix to make that determination. Ms. Schmidt said that if a co-deploy scene is not on site, they have the ability to divert after a charge has been made. Mr. Sigler pointed to the results of the Snohomish Diversion Pilot and asked Council to note the reduction of jail days from pre- to post by almost half. The Snohomish Diversion Pilot results also showed a decrease in crisis inpatient psych stay and an increase in people finding community mental health resources. CM Mumm asked if they have quantified savings yet. Ms. Schmidt said that she is working on it right now. Mr. Sigler said that all of the changes noted in the Snohomish Diversion Pilot are statistically significant. CM Burke asked what the average length of stay would be. Mr. Sigler said around 3 and up to 10 days. Mr. Sigler showed the breakdown of beds in the facility. He pointed out that this program is different than others in the state because it's the only one that will have crisis mental health services and substance use services in one spot. Ms. Schmidt said that Snohomish officials told them that in hindsight, they would prefer this method. CM Burke asked what would happen if someone came in for sobering services but didn't qualify for mental health services. Mr. Sigler said they would work with them to make sure they are not discharged without a plan. Ms. Schmidt said that having beds for those individuals was a big part of the RFP. CM Burke said that she is very concerned that without a place to go after seeking services, people will go back to the street and, in turn, overdose. CM Burke said that if there is not a place to go after sobering, she is worried about opening this facility. CM Beggs noted that the County is already doing the sobering – this facility just increases capacity. CM Beggs also said that

they are looking to go the state to ask for additional funding for follow-up treatment services. CM Fagan asked what the annual operating cost would be. Sigler said the total cost will be 4 million and 3 million of that will be Medicaid reimbursable. Ms. Schmidt noted that they are still working on calculating direct savings, but she is hoping to have those numbers by Wednesday, and those numbers will be used to ask partners to fill the operating cost gap.

Strategic Priority: Criminal Justice Reform

NONE

Strategic Priority: City-Wide Clean & Safe

NONE

DISCUSSION ITEMS

Staff Requests:

Interagency Agreement WSP for Marijuana Eradication – Sgt. Spiering

Sgt. Spiering presented briefly on a grant SPD receives for marijuana eradication. CM Fagan asked for a recap of the grant and what specifically it is being utilized for. Sgt. Spiering said it is funded by the DEA and distributed by the state. He noted that the grant is meant to recoup the cost of doing marijuana patrol, mostly outside of city jurisdiction. Sgt. Spiering said that the grant does also allow for gear and necessary equipment, but SPD did not put in a request to use the funds for equipment this year. CM Kinnear asked what marijuana eradication is. Sgt. Spiering said that it is patrolling and targeted enforcement by a team identifying illegal marijuana grow facilities – particularly outside city jurisdiction.

Shelter / Warming Center Update – Kelly Keenan

Mr. Keenan notified CM Kinnear before the PSCHC meeting that staff are in meetings during the Public Safety Committee with providers regarding shelter/warming center coordination. Mr. Keenan noted that, aside from those meetings, there are no substantial updates to provide to Council today. Mr. Keenan assured CM Kinnear that staff will update Council as soon as there is a significant development to report or Council action needed.

Council Requests:

SREC Agreement Regarding Temporary 9-1-1 Dispatch Backup Support Services – CM Kinnear

Mike Ormsby presented to Council on this topic. Mr. Ormsby noted that this is an agreement the City's legal team has drafted and is asking the Council approve. Mr. Ormsby said that the civil service test for these backup support services will be this week. Mr. Ormsby said that it will be around 6-9 months before they provide aid to entities other than the city. CM Beggs asked if we could train a cadre all at once instead of starting over. Jay said it essentially wouldn't have an impact. Minimum pieces around geography and staffing which could be covered in a week or less would be all that would be required to get them up to speed. SFD Assistant Chief John said they would be adequately staffed with an extra ten percent. CM Beggs clarified that the people they have are currently up to speed. SPD Chief Schaeffer said that everybody has notified them they are going to SREC. Chief Schaeffer said District 8 had asked if the City could supply that capacity, and decided to join SREC when that was answered. Chief Schaeffer said we need to have a broader conversation – we can't handle our surge currently. Assistant Chief John

said we don't have the depth – we are lacking in significant resources in our dispatch center and that we haven't had a year in 20 years where calls have gone down. CM Beggs gave kudos to SFD for working hard under trying circumstances. CM Beggs asked to take a step back. CM Beggs requested, if we are going through all this training, to err on the side of more people. He asked if, mechanically, we can add more people (despite budget authority). Chief Schaeffer said they are on a platoon system where hiring one actually means hiring four, which is around a half a million dollars total compensation. Right now they don't have the FTEs to hire ahead. CM Beggs said Council could get them there. CM Mumm noted that Council over-rode the mayor's veto on loaning employers because it's just good accounting practice. It was not directed at any particular personnel. CM Mumm said they asked for an asset review and an account of what's being used by SREC and what's being used by the City. Chief Schaeffer said he has heard and understands that intent. CM Mumm said having an agreement with SREC is needed. CM Beggs said that this agreement should be based on fair market value.

CM Kinnear said she thought there would be an agenda item regarding SCRAPS emergency response protocol at this meeting. CM Fagan said that this topic is applicable as Council was talking about emergency communications. There was a dog that got killed by a pit bull recently. It's the policy of 911 to refer these calls to animal control – CM Fagan asked that there might be a change in level of service to get a quicker response. Assistant Chief Lundgren said that calls where an animal is attacking a person will be directed to police dispatch. CM Burke said that in her experience where a dog was chasing her puppy – a woman kicked the dog after it went after her dog – when there is an animal call made we can assume that there will be a human involved. Assistant Chief Lundgren said when there's a human at risk it will go to the dispatch center. CM Kinnear asked what the police response would be. Assistant Chief Lundgren said they cannot go to every animal dispatch call – with the exception that there is a life at danger.

Considering Alternative Location for Community Court during Library Renovation – CM Beggs

Judge Mary Logan explained to Council that the library is going to undergo a remodel and that she has been assured that the library will want community court to return. However, in the meantime, community court will have to move. They will have to vacate the library by March and are currently attempting to find other locations. Judge Logan said the EnVision center is not ideally situated for the population that they serve. The library is walkable, where the EnVision center is not easily accessible by bus. Judge Logan said they are exploring other venues but don't have a commitment yet. They are also exploring the manner they are handling the docket – maybe splitting into A-K one week and K-Z the next. CM Stratton asked if anyone has considered the main floor of city hall. Judge Logan said that space might work and it would be big enough. Judge Logan said they have a commitment from SPD to be present at community court and if they split the docket (300 every Monday) it might lessen the impact. Judge Logan said she just barely broached the idea about potentially moving into the lobby of City Hall. CM Beggs said chambers and the Council Briefing Center are also frequently open. CM Burke said that other people, who might be experiencing homelessness, will also be in need of a space when the library is closed. CM Burke suggested the Tortilla Union might be a good alternative resource location with computers, books, etc. CM Beggs said half of community court users are there voluntarily to meet with service providers. CM Mumm asked what the next steps would be to use the first floor of city hall. Mr. Ormsby said the next step would be to talk to Theresa Sanders and Dave in asset management to discuss the space available – looking at usage around 9:00am – 12:00pm on Mondays. CM Burke said we need to couple this solution with one for frequent library users when the library is closed. Judge Logan will write an email to formally make the request to use the main floor space.

Considering Ordinance Proposed by the Municipal Court to Formalize Therapeutic Courts – CM Beggs

CM Beggs noted that the municipal court has proposed some language to formalize therapeutic courts. Judge Logan affirmed this and said that it was inspired by a desire to have a court that is more responsive to the City's needs. Judge Logan said that it is an effort to continue to have this court create neutral decisions, where politics don't have to be in play, and where city prosecutors don't have to worry about where to be because of lack of personnel. Judge Logan pointed to the success of Veterans' Court. Judge Logan said the municipal court wants to keep a higher perspective on how criminal justices is handled in Spokane – nonpolitically – and instead focused on outcomes. Judge Logan said right now therapeutic court can only rely on anecdotal evidence for its success, but formalization would allow them to track more accurately and effectively. It would also allow it to continue beyond administrations and changes in Council. CM Kinnear asked what the process would be for those who don't want services from community court. Judge Logan said community court is not a forced court. Judge Logan said, if someone doesn't want to engage in services that might be recommended, they can go through the traditional system – their case isn't dropped by any means.

WASPC Trueblood Settlement Grant Resolution – CM Beggs

Originally, CM Beggs was under the impression that this was a lump sum. Jan Dobbs from Frontier Behavior health said that there are two pots of money. One of the pots could be used for WASPC law enforcement and mental health – this doesn't jeopardize funds that could be used for mental health. CM Beggs wanted to know if they could allocate to have more mental health professionals and fewer enforcement officers, for example. Ms. Dobbs said they have already submitted their proposal so there is not that flexibility. Their grant has just been extended. They learned that the WASPC grant allows them to create special mental health teams that allow them to just respond to those and do follow up and not go to other calls for service. CM Kinnear asked how they know if someone is in mental health crisis and not on drugs. Ms. Dobbs said there is intensive training about crisis response and how to identify key words and situations that would trigger sending out a mental health team. CM Beggs noted that he has a resolution that encourages of the Trueblood money, as much as possible be spent on mental health professionals. Ms. Dobbs said she will share other Trueblood opportunity funding that Frontier has applied for. Some of these funds will be used to find housing, others will be used to try to establish a mobile crisis center. Ms. Dobbs said the other grants they are applying for will supplement the mental health piece.

CM Beggs noted that he received a call from a citizen regarding Officer Caleb Martin and his professionalism in handling a call. He wanted to give him kudos.

State Legislative Update:

NO UPDATE NECESSARY

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Executive Session: NONE

Adjournment: CM Kinnear adjourned the meeting at 2:22 PM. The next PSCHC meeting will be held Monday, November 4, 2019.

Attachments/Briefing Papers:

Interagency Agreement WSP for Marijuana Eradication Briefing Paper

SREC Agreement Regarding Temporary 9-1-1 Dispatch Backup Support Services Briefing Paper and Draft Agreement

WASPC Trueblood Settlement Grant Resolution Briefing Paper and Draft Resolution

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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October 15, 2019

Public Safety & Community Health Committee Report

Reporting Period: September 1-30, 2019

Snapshot of Activities		Monthly	Year to Date
Community Outreach			
OPO	Total community events and meetings	4	52
OPOC	Community outreach / activities	2	37
Commendations		1	3
Complaints			
	Received complaints	5	62
	Referred complaints	20	113
Contacts		65	1002
Case Review			
	Request for further investigation	0	20
	Investigations certified / concurred	6	80
	Declined certifications	0	1
	Special cases reviewed	15	146
Interviews			
	OPO interviews	11	100
	Internal Affairs interviews	1	57
Training		4	20
Critical Incidents		1	4
Mediations			
	Recommended	0	3
	Conducted	0	3
	Declined	0	0
Recommendations		0	0
Other Activities			
SPD Related	Meetings / contacts	26	285
	Review boards	2	12
	Closing meetings	0	2

1. Outreach

a) OPO

- i. Jonah Project Board Meeting (9/5)
- ii. Leadership Spokane Board Meeting Retreat (8/6)
- iii. Annual Report Presentation to City Council (9/9)
- iv. Sunday Haircuts and Conversation (9/27)

b) **OPOC Actions** – Commissioners attended the following event

- i. Annual Report Presentation to City Council (9/9)
- ii. NACOLE Annual Conference – (9/22-9/26)

2. Commendations / Complaints

a) Received Complaints

- i. **OPO 19-58 – Other:** Complainant alleges property that was on a relative during arrest and booking was lost.
- ii. **OPO 19-59 – Commendation:** Captain Hendren and Wilkinson were very knowledgeable and helpful during and after an automobile accident
- iii. **OPO 19-61 – Demeanor:** Concerns regarding officer's demeanor while dealing with continued issues among 2 neighbors.
- iv. **OPO 19-62 – Inadequate Response:** Citizen frustrated with officer's interaction during a Domestic Violence call.
- v. **OPO 19-63 – Inadequate Response: False Arrest/Racial Bias:** Citizen alleges they were never updated on accusation that was filed against their relative.
- vi. **OPO 19-64 – Inadequate Response:** Citizen concerned about the police lack of response to search a house for a gun when the police were there for a threat call.

b) Referrals

- i. **ER 19-91** – Citizen had questions about motorized scooters; City Council
- ii. **IR 19-92** – Citizen alleged that a Detective used offensive language with them, while off duty; SPD/IA
- iii. **IR 19-93** – Concerns with activity done by the police involving members of the citizen's family; SPD/IA
- iv. **ER 19-94** – Concerns with activity done by the police involving members of the citizen's family; City Council
- v. **IR 19-95** – Noise complaint in neighborhood. Frustrated with lack of support from SPD; SPD/IA
- vi. **IR 19-96** – Citizen alleges when they called for assistance due to a potential biohazard being thrown on their property they were told there would be no response; SPD/IA
- vii. **IR 19-97** – Citizen is frustrated because an anti-harassment order is not being enforced due to subjects age; SPD/IA
- viii. **IR 19-98** – 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

- ix. **IR 19-99** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- x. **IR 19-100** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- xi. **IR 19-101** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- xii. **IR 19-102** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- xiii. **ER 19-103** – Citizen is concerned with an Officer involved shooting in Aberdeen; Aberdeen Police Department
- xiv. **ER 19-104** – Citizen is concerned with an Officer involved shooting in Aberdeen; Grays Harbor Sheriff’s Dept.
- xv. **IR 19-105** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- xvi. **IR 19-106** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- xvii. **IR 19-107** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- xviii. **IR 19-108** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
- xix. **IR 19-109** – Complaint of Excessive Force. They weren’t sure if it was SPD or SCSO; SPD/IA
- xx. **IR 19-110** – Concerns with activity done by the police involving members of the citizen’s family; SPD/IA
(IR 19-93, 94, 99, 100, 101, 102, 105, 106, 107, 108, and 110 submitted by the same citizen. Complaints were similar in nature but different)

3. Case Review

- i. **C19-022 / OPO 19-22** – Investigation certified
- ii. **C19-060 / OPO 19-50** – Investigation certified
- iii. **C19-042 / OPO 19-35** – Investigation certified
- iv. **C19-040 / OPO 19-41** – Investigation certified
- v. **C19-067 / OPO 19-55** – Investigation certified
- vi. **C19-062** – Investigation certified

4. Special Cases Reviewed

- i. 7 Use of Force
- ii. 2 Pursuit
- iii. 3 Collision
- iv. 3 K9 Deployment

5. Activities

- a) OPO staff members participated/engaged in the following other activities:
 - i. NACOLE Strategic Planning Committee (9/3)
 - ii. Biweekly IA Meeting (9/5)
 - iii. Leadership Spokane Gala Planning Committee (9/9)
 - iv. Use of Force Review Board (9/9)

- v. Collision and Pursuit Review Board (9/10)
- vi. Leadership Development Project Interviews (9/11)
- vii. Leadership Spokane Alumni Event (9/12)
- viii. Training – United States Ombudsman Association – Dealing with Difficult and Unreasonable Complainants (9/16)
- ix. Training – United State Ombudsman Association – Administrative Investigations and Demonstrating your Value (9/16)
- x. Training - United States Ombudsman Association Annual Conference (9/18 – 9/20)
- xi. Training – National Association for Civilian Oversight of Law Enforcement Annual Conference (9/22 – 9/26)

b) SPD related

- i. 12 meetings/contacts with IA
- ii. 14 meetings/contacts with SPD

c) OPO met with/had contact with OPO Commissioners/staff:

- i. Commissioner Rose on (9/9)
- ii. Commissioner Smith on (9/3, 9/4, 9/9)
- iii. Commissioner Wilburn (9/11)
- iv. Dennis Hession (9/4)
- v. Blaine Holman (9/12, 9/25)

d) OPO met with/had contact with City Council members/staff:

- i. Council Legislative Assistant (9/3)
- ii. Council Member Burke (9/3, 9/20)
- iii. Council President (9/25)

6. **Next Steps**

- a. International Ombudsman Association Women Leaders in Ombudsman and Oversight Institutions (10/28-10/31)
- b. International Association of Chiefs of Police (10/26-10/29)
- c. NACOLE Regional Conference (11/15)
- d. Budget for 2020

Sit and Lie Arrests (Redacted)

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

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

		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
		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
		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
		10-12-17	1435	Cite/Release
		10-12-17	1438	Cite/Release
		10-16-17	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
		10/3/17	0748	Booked

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

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

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

		12-30-17	1003	Cite
		12-30-17	1658	Cite
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		2-5-18	1418	Cite
		2-6-18	1131	Cite
		2-7-18	0734	Cite
		2-7-18	0936	Cite
		2-8-18	0906	Cite
		2-8-18	0908	Cite

		2-15-18	1212	Cite
		2-23-18	0911	Cite
		2-24-18	1340	Cite
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		2-26-18	1222	Cite
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		4-21-18	1148	Cite
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		4-27-18	1438	Cite
		4-30-18	1054	Cite
		5-1-18	0926	Cite

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		5-3-18	0937	Cite
		5-3-18	1655	Booked
		5-5-18	0844	Cite
		5-8-18	0843	Cite
		5-8-18	1200	Booked
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		6-16-18	1207	Cite
		6-16-18	1426	Cite
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		6-18-18	1059	Cite
		6-21-18	0754	Cite

		6-21-18	0800	Cite
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		7-5-18	1124	Cite
		7-7-18	0754	Cite
		7-7-18	1100	Cite
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		8-8-18	0829	Cite
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		8-15-18	1506	Cite
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		8-22-18	0945	Cite
		8-22-18	0947	Cite
		8-24-18	1137	Cite
		8-25-18	1204	Cite
		8-28-18	0819	Cite
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		3-15-19	1643	Cite
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		3-15-19	1807	Cite
		3-15-19	1811	Cite
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		3-15-19	1814	Cite
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		5-21-19	1330	Booked
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		4-27-19	0840	Cite
		4-29-19	0945	Cite
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		6-4-19	1301	Cite
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		6-4-19	1306	Cite
		6-4-19	1517	Cite
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		6-22-19	0809	Cite
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		6-23-19	0941	Booked
		6-26-19	1413	Cite
		6-29-19	1126	Cite

		6-29-19	1204	Cite
		6-30-19	0825	Cite
		7-8-19	1344	Cite
		7-8-19	1351	Cite
		7-11-19	0836	Cite
		7-11-19	0911	Cite
		7-11-19	0930	Cite
		7-11-19	0934	Cite
		7-12-19	1101	Cite
		7-15-19	1209	Booked
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		7-22-19	1118	Cite
		8-4-19	1016	Booked
		8-5-19	1123	Booked
		8-5-19	1142	Booked
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		8-7-19	0929	Cite
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		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
		8-23-19	0915	Cite
		8-23-19	0921	Cite
		8-23-19	0927	Cite
		8-25-19	1010	Cite
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		9-4-19	1440	Booked
		9-4-19	1454	Booked
		9-6-19	1345	Cite
		9-10-19	0810	Booked
		9-11-19	1428	Cite
		9-11-19	1437	Cite

			9-12-19	1101	Cite
			9-13-19	1513	Cite
			9-14-19	0826	Booked
			9-15-19	0820	Booked
			9-16-19	1054	Cite
			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
			10-1-19	0859	Cite
			10-3-19	1435	Cite
			10-4-19	0908	Cite
			10-10-19	1407	Cite
			10-12-19	0839	Cite
			10-17-19	1029	Cite
			10-18-19	1055	Cite
			10-18-19	1400	Cite
			10-19-19	0925	Cite
			10-19-19	0929	Cite

Briefing Paper (Committee Name)

Division & Department:	Police Department / Traffic Unit
Subject:	Photo Red / Speed
Date:	October 22nd, 2019
Contact (email & phone):	Jim Christensen 509-822-8151
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History: Report for Public Safety meeting November 4th, 2019.

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

There were 1896 violations on the photo red system from **September, 16th** thru **October, 15th**, 2019. During the same time frame in 2018 there were 1583 violations, which is an increase of 313 violations. There are still 20 violations in the workflow. The majority of the lights had slight increases in infractions.

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

There were 1838 violations on the photo speed system from **September, 16th** thru **October, 15th**, 2019. During the same time frame in 2018 there were 968 violations, which is an increase of 870 violations. This increase was due to the three new cameras at Ridgeview and Willard Elementary schools. These three new cameras wrote 880 infractions during this time frame this year. The two original cameras at Longfellow and Finch Elementary Schools had a reduction of 10 violations over the same time frame last year.

Executive Summary: Photo RED

September 16th, thru October 15th, 2019

- Freya and Third was the highest with 298 violations.
- Browne and Sprague was the second highest with 186 violations.
- Maple and Second was the third highest with 171 violations.
- Division and Sprague was the fourth highest with 166 violations.

Executive Summary: Photo SPEED

September 16th, thru October 15th, 2019

- Longfellow Elementary was the highest with 756 violations
- Ridgeview Elementary [Ash] was the second highest with 446 violations.
- Willard Elementary was the third highest with 354 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? ☐ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:



SPOKANE POLICE DIVISION
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
November 2019 Report

Public Safety and Community Health Committee Briefing
November 4, 2019

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





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Selected Excerpts of Officer Commendation Letters

My 17-year-old granddaughter is interested in a career in law enforcement. I requested some time to learn about what it takes to be a police person. **Officer Jennifer Kerns** spent part of her day off explaining to my granddaughter the requirements, what it is like to be a police officer, and what it means to carry a gun. She was honest, answered questions and emphasized the goal of a police officer is to help others. She spent over two hours with a young girl she didn't even know. She represented Spokane and Police Department beautifully. Amazing young woman. I thought you should know.

I wanted to thank you and Spokane Police Department, in particular **Officer Brent Armstrong**, for the opportunity to experience a ride along today. The experience was fantastic and Officer Armstrong couldn't have been nicer. Please pass on my gratitude to Officer Armstrong for an unforgettable learning experience. Thank you to all of you at the Spokane Police Department for all that you do every day to help and protect all for us!

I want to say a big thanks on behalf of my K9 Jack and myself. We attended your Advanced K9 Handler course in September 2018. One of the scenarios we went through involved a quarry in a bite suit with a knife. The quarry was hit with a beanbag from the armored rig and the dog was sent. Last week Jack and I were involved in a call. The suspect stabbed a guy to death and fled. The following night he returned to the scene... looking for suicide by cop. He had his hand in his pocket and would not take it out after several negotiations. Ultimately, I deployed Jack and he produced a knife and stabbed Jack twice while he was on the bite. Multiple beanbag rounds were deployed after I yelled "knife." Jack was a hero and took him down. His vest saved his life and he was not injured. Thanks in large part to the scenarios he was exposed to in Spokane, he performed as he should, and saved not only the suspect's life but I suspect members' lives. If you can share it with the fellas in your K9 unit, I would appreciate it. Your course provides invaluable experience for both the handler and the dog. Thank you to **Spokane K9** for giving us the tools to deal with something like this.

I was involved in a car accident that left me with unanswered questions and concerns. Both **Captain Tom Hendren** and **Officer Rhian Wilkinson** deserve the highest compliment I can give. Both were extremely helpful, knowledgeable, and helped me get the information I needed regarding the accident while treating me with respect and concern for my needs. The level of honesty, integrity, caring, and efficiency has impressed me phenomenally!! These gentlemen deserve recognition for their outstanding efforts and caring for the community!





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Internal Affairs Unit Update

January 1 through September 30, 2019 Commendations and Complaints

Commendations Received: **Total: 144**

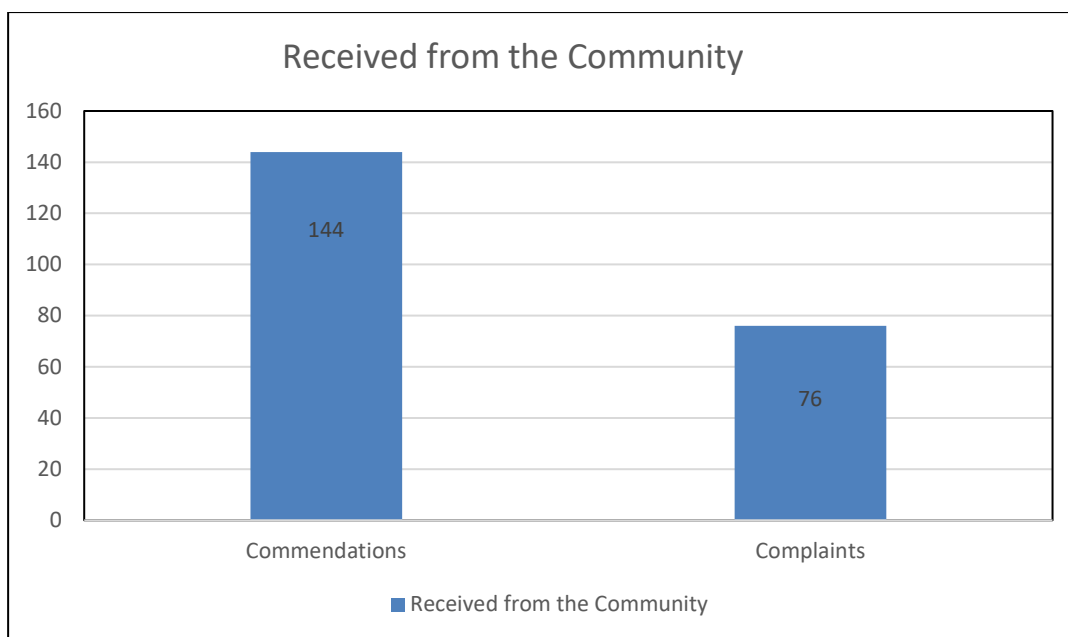
Complaints Received: **Total: 86 (76 from community)**

Closed Out as Inquiries: 28 (As of September 30, 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 September 30, 2019 Complaints

Received by the Office of Police Ombudsman	Total: 62
Received by the Spokane Police Department	Total: 24
Internally Generated by the SPD	Total: 10
Generated by the Community	Total: 76





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Use of Force Update

2019 Non-Deadly Reportable Use of Force Incidents

From January 1-September 30, 2019, there were 100 non-deadly use of force incidents, including 23 K9 contacts and 77 other (e.g., TASER, neck restraint).

2019 Deadly Use of Force Incidents

From January 1-September 30, 2019, there were three deadly force incidents.

Officer-Involved Shooting Incidents Update (through September 30, 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 (Pending Deadly Force Review Board)

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 final step is a Deadly Force Review Board (DFRB).

Incident 2019-20124831 (Under investigation by SPD Internal Affairs)

Incident 2019-20124831 occurred on July 6, 2019, in the 1400 block of West 9th. The Spokane Investigative Regional Response Team (SIRR) criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs is conducting an administrative investigation.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Items of Interest

October is National Domestic Violence Awareness Month

End the Violence: Spokane Unites to Stop Domestic Violence

Spokane County has the highest reported rates of domestic violence in all of Washington. View the End the Violence documentary at www.endtheviolencespokane.org.

The National Council of Juvenile and Family Court Judges (NCJFCJ) Selects Spokane to Participate in the Firearms Technical Assistance Project

Spokane was one of six sites nationwide selected to participate in the Firearms Technical Assistance Project (FTAP), a project designed to help communities implement policies, protocols, and promising practices to prevent abusers from having access to firearms in domestic violence cases.

Through the FTAP, the NCJFCJ and its partners will work with a team of local stakeholders at each site and provide intensive technical assistance (TA), training, and mentoring to each community over the next two to three years. Training and TA will be tailored to the unique needs of each site, based on an initial assessment of the sites and input from national TA providers and experts on the intersection of domestic violence and firearms. An important focus of this work will involve identifying and working with traditionally underserved and/or marginalized communities to ensure that the strategies for improving the implementation of firearms prohibitions in domestic violence cases reflect the needs and circumstances experienced by such communities.

The NCJFCJ's partners in this project are: AEquitas – The Prosecutors' Resource on Violence Against Women; Asian Pacific Institute on Gender-Based Violence; the Center for Court Innovation; Howard University School of Social Work; the International Association of Chiefs of Police; the National Center on Protection Orders and Full Faith & Credit; the National Center for State Courts; the National Domestic Violence and Firearms Resource Center; the National Indigenous Women's Resource Center; the National Latin@ Network for Healthy Families and Communities (Casa de Esperanza); and Ujima, Inc: The National Resource Center on Violence Against Women in the Black Community.

The six sites are: Birmingham, Alabama; Brooklyn, New York; Columbus, Ohio; Muscogee Creek Nation in Oklahoma; Spokane, Washington; State of Vermont.

The FTAP is supported by Grant No. 2016-TA-AX-K043 awarded by the U.S. Department of Justice, Office on Violence Against Women, through a cooperative agreement with the NCJFCJ.

The site launch takes place November 12, 2019.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Precinct Highlights

Downtown Precinct Update

Crime Prevention

- The Downtown Precinct has received several trespass authorization letters from Downtown businesses. The hope with these letters is to improve working conditions for those businesses, allow SPD to enforce trespass issues, and get individuals in contact with service providers.
- Several Crime Prevention through Environmental Design (CPTED) assessments are in progress throughout Downtown.
- 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 Downtown Precinct hosted a Coffee with a Cop on October 2, 2019 at Starbucks at 921 W. Main. The Domestic Violence Unit also attended the event, along with legal advocates from the YWCA, to highlight National Domestic Violence Awareness Month and the End the Violence campaign.



Above left, DV Unit Officer Aaron Ames and Sergeant Jordan Ferguson with YWCA legal advocates. Above right, Downtown Precinct Officer Casey Jones meets with local students.



SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

North Precinct Update



Staff Recognition

Officer Traci Ponto was selected to receive the YWCA Women of Achievement award for government and public service. She was honored at a banquet on October 11, 2019.

Neighborhood Cleanup

The North Precinct worked in partnership with the Spokane Fire Department to clear a space under the Sunset Bridge. Because of the hypodermic needles and feces, and the lack of airflow in the confined space, officers needed specialized equipment to prevent exposure to disease. Deputy Chief Rex Strickland arranged for special coveralls, boots, and masks for the officers. Officers were extremely grateful for the extra protection. Below, officers at the Sunset Bridge cleanup site.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

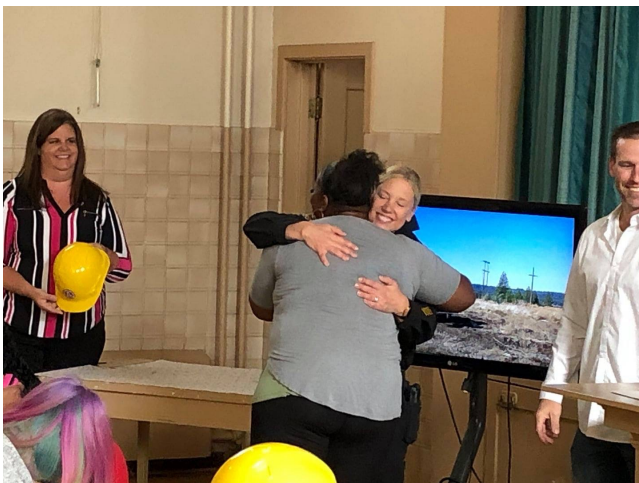
CRAIG N. MEIDL

Below, North Precinct Neighborhood Resource Officers



South Precinct Update

Outreach



Captain Tracie Meidl served as one of the graduation speakers for the Head Start to the Construction Trades (HCT) class graduation. This class was entirely women. The HCT program goal is to build a stronger, more inclusive culture that encourages business in the construction industry to evolve. The program offers free skilled trades training, with hands-on learning and a streamlined introductory program to foster interest in the construction trades.

At left, Captain Meidl hugs a graduate from the HCT program.



SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Outreach Update



Youth Outreach Update

The Police Activities League (PAL) wrapped up this summer, but a new PAL boxing program is starting this fall. The photo above was taken by Heather Stokes, who captured the PAL program in photos. Heather Stokes Photography, www.heatherstokesphotography.com.

The most recent Youth & Police Initiative (YPI) sessions took place in October at Lewis and Clark High School and Shadle Park High School.

Community Outreach Unit Summary

- Coordination of Services at Juvenile Court (9/23)
- Mobility Spokane group tour (9/24)
- Shadle Prevention and Wellness Coalition (9/24)
- Read-a-thon at Lincoln Heights Elementary (9/27)
- Native Project Youth Wellness Night (10/1)
- Youth & Police Initiative (YPI) session at Lewis and Clark High School (10/01-10/9)
- Presentation at Whitworth University about the homeless situation in Spokane (10/3)
- Mobility Spokane (10/4)
- Eastern State Hospital Patient Resource Fair (10/9)

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





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

- Detention School student outreach (10/10)
- YWCA Women of Achievement (10/11)
- School Community Partnership meeting (10/15)
- Excelsior Student Outreach (10/17)
- Eastern State Hospital Patient Outreach (10/18)
- Lunch with PAL student at SAC Middle School (10/18)
- Coordination of Services at Juvenile Court (10/21)
- Evergreen Club meeting (10/23)
- Spokane Tribe Youth Center: Talk with youth about alcohol, drugs and vaping (10/25)
- Youth & Police Initiative (YPI) session at Shadle Park High School (10/22-10/30)
- Partners in Prevention meeting (10/28)
- Youth Leadership Spokane Academy demonstration (10/28)
- Native Project Halloween Party (10/29)
- Trunk or Treat at Martin Luther King Family Outreach Center (10/31)
- Trunk or Treat at True Hope Church (10/30)
- Excelsior Student Outreach (10/31)

Notable News

Officer Traci Ponto selected to receive YWCA Women of Achievement award for government and public service

<https://www.spokesman.com/stories/2019/oct/03/officer-traci-ponto-selected-to-receive-ywca-women/>



Briefing Paper

Division & Department:			
Subject:			
Date (m/d/yyyy):			
Author (email & phone):			
City Council Sponsor:			
Executive Sponsor:			
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 Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)			
<u>Background/History:</u> 			
<u>Executive Summary:</u> 			
<u>Budget Impact:</u> Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts:			
<u>Operations Impact:</u> Consistent with current operations/policy? Yes No Requires change in current operations/policy? Yes No Specify changes required: Known challenges/barriers:			



City of Spokane
MEMORANDUM OF UNDERSTANDING
CITY OF SPOKANE AND
JAMES E. CHASE YOUTH COMMISSION AND
CHASE YOUTH FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the JAMES E. CHASE YOUTH COMMISSION, organized pursuant to section 4.23.010 of the Spokane Municipal Code, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Commission"); and the CHASE YOUTH FOUNDATION, a non-profit corporation, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Foundation").

WHEREAS, for the general purpose of providing a structure within local government to serve as a voice for youth, the City established the James E. Chase Youth Commission, to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane area children and youth; and

WHEREAS, the Chase Youth Foundation was formed to be a fund-raising arm of the Youth Department and the Chase Youth Commission; and

WHEREAS, due to funding cuts, the City eliminated its Youth Department, but is committed to promoting programs for the youth of the Spokane area;

- - Now, Therefore,

The parties agree as follows:

1. TERM. This MOU shall take effect January 1, 2020 and shall terminate on December 31, 2024. It is the intent of the parties to continue this MOU in future years, subject to funding allocations. This MOU may be terminated earlier, by mutual consent of all parties. In the event of termination, the Chase Youth Foundation shall provide the City with an accounting of all funds in its possession and transfer those receipts, along with any restrictions thereon, to the Chase youth Commission.
2. CHASE YOUTH COMMISSION MISSION AND GOALS.
 - A. The intent of the Chase Youth Commission is to improve the quality of life for children and youth in the Spokane area by creating and maintaining a positive environment for all Spokane area youth through partnerships that foster community resources for youth involvement, leadership, recognition and empowerment.
 - B. The goals of the Chase Youth Commission are to:
 - 1) Be a community leader in the identification of Issues affecting youth;

- 2) Serve as an advocate for youth needs and improvement in youth policies, and to directly engage the community in this process;
 - 3) Involve youth in the community decision-making process;
 - 4) Recognize accomplishments of children and youth and promote the value of youth in our community; and
 - 5) Develop new programs, initiatives and resources for youth.
3. CHASE YOUTH FOUNDATION REPRESENTATIONS. The Chase Youth Foundation represents and acknowledges the following with regard to its operation, creation and purposes:
- A. The Chase Youth Foundation is created and operated primarily in support of the Chase Youth Commission's Vision, mission and goals, and its work will be compatible with these interests and goals;
 - B. The Chase Youth Foundation will operate as a private legal entity separate and apart from the City and the Chase Youth Commission;
 - C. The Chase Youth Foundation will use sound fiscal and auditing procedures;
 - D. The Chase Youth Foundation will not interfere with day-to-day Chase Youth Commission operations; and
 - E. The Chase Youth Foundation will maintain its status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.
4. PROGRAMS.
- A. Programs and services must be designed to recognize and honor contributions of area youth to community, schools and/or government, provide opportunities for youth to become involved in local and state governmental activities, including shaping public policy, developing opportunities for youth to advance leadership skills and facilitate personal growth;
 - B. The Chase Youth Commission shall submit semi-annual reports detailing program activities (deliverables) to the Mayor or designee; and
 - C. In addition to general support for youth engagement and skill building as in Section 3, the Chase Youth Commission will at a minimum host:
 - 1) One (1) event, open to the general public, which recognize teen's positive attributes and contributions to our community; and
 - 2) A youth led public policy forum on a topic impacting youth and the broader community.
 - D. Provide meeting support and direction for the Teen Advisory Council (TAC) which currently meets monthly as a regular body, plus meets with Chase Youth Commission to work on projects; and
5. FUNDING. The City agrees for 2020 to provide a maximum not to exceed FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) to the Chase Youth Foundation as fiscal

agent for the Chase Youth Commission for services provided by the Chase Youth Commission in the 2020 calendar year. Future annual funding allocations are subject to available funds, and shall be mutually discussed between the parties before allocation. Payment shall be made quarterly in arrears of services performed. Changes to the amount of funding shall be set forth in an amendment to the MOU.

6. **ACCOUNTABILITY AND STEWARDSHIP.** As the parties want to maintain the highest levels of accountability and stewardship, the parties shall share information with the each other as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure programs are successfully provided, donated funds are accounted for, and expenditures are made in accordance with donors' wishes. The Chase Youth Commission and Chase Youth Foundation shall provide a current list of their officers and directors to the City.
7. **FINANCIAL PROCEDURES.**
 - A. **FINANCIAL STATEMENTS.** The Chase Youth Foundation shall maintain financial records in accordance with Generally Accepted Accounting Principles (GMP); and
 - B. **INSPECTION OF CHASE YOUTH FOUNDATION RECORDS.** Because private funds are raised to support public projects, the Chase Youth Foundation will permit, on reasonable notice, authorized City officials or their designees to inspect all Chase Youth Foundation books and records, except to the extent the inspection violates rights to privacy or confidential donor information.
8. **CITY'S ASSISTANCE TO THE CHASE YOUTH COMMISSION AND CHASE YOUTH FOUNDATION.** As long as the Chase Youth Commission and Chase Youth Foundation comply with all provisions of this MOU, the City will assist them in the following manner:
 - A. Allow the Chase Youth Commission and Chase Youth Foundation to use the name and images of the City of Spokane;
 - B. Provide the Chase Youth Commission with assistance in Chase Youth Commission activities at the discretion of the Mayor or designee, and consistent with what is permitted under state and federal law; and
 - C. Assist the Chase Youth Foundation by suggesting and recommending donors and contributions to the Chase Youth Foundation.
9. **ENTIRE AGREEMENT.** This MOU represents a full integration of the parties' entire agreement with respect to the matters specified herein.
10. **GOVERNING LAW AND VENUE.** It is understood that this MOU shall be governed by, construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this MOU shall be in a court of competent jurisdiction located in the County of Spokane, Washington.
11. **SEVERABILITY.** Any provision of the MOU which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.
12. **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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The parties agree to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the parties.

13. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this MOU.
14. LIABILITY. The Chase Youth Foundation shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Chase Youth Foundation's performance of this MOU, except to the extent of those claims arising from the sole negligence of the City, its officers and employees. The Chase Youth Foundation's liability shall be limited to the maximum amounts of insurance coverage in section 16 (below).
15. INSURANCE. During the term of the MOU, the Chase Youth Foundation shall maintain in force at its own expense, the following types and amounts of insurance:
 - A. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Chase Youth Foundation's services to be provided under this MOU; and
 - B. 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 owned, hired or non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Chase Youth Foundation or its insurer(s) to the City. As evidence of the insurance Coverages required by this MOU, the Chase Youth Foundation shall furnish an acceptable Insurance certificate to the City at the time the Chase Youth Foundation returns the signed MOU.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

JAMES E. CHASE YOUTH COMMISSION

By: _____

Title: _____

Dated: _____

CHASE YOUTH FOUNDATION

By: _____

Title: _____

19-188

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Body for Service Truck
Date:	November 4, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Service truck for the Wastewater Maintenance Department. The body of the Service Truck will be purchased from Freightliner, Spokane, WA, for \$55,079.99 including tax. Purchase will be made using Bid 4401-17.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Body for the Service Truck will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of the Body for the Service Truck for the Wastewater Maintenance Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Wastewater Maintenance budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Chassis for Service Truck
Date:	November 4, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Service truck for the Wastewater Maintenance Department. The Chassis of the Service Truck will be purchased from Columbia Ford, Longview, WA, for \$60,847.09 including tax. Purchase will be made using Washington State Contract #05916.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Chassis for the Service Truck will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of the Chassis for the Service Truck for the Wastewater Maintenance Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Wastewater Maintenance budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Division & Department:			
Subject:			
Date (m/d/yyyy):			
Author (email & phone):			
City Council Sponsor:			
Executive Sponsor:			
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<u>Operations Impact:</u> Consistent with current operations/policy? Yes No Requires change in current operations/policy? Yes No Specify changes required: Known challenges/barriers:			



City of Spokane

CONTRACT

Title: **NORTHEAST COMMUNITY
CENTER FUNDING**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NORTHEAST COMMUNITY CENTER ASSOCIATION**, a 501(C)(3) non-profit corporation, whose address is 4001 North Cook Street, Spokane, Washington 99207, as ("Northeast Community Center"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Northeast Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the Northeast Community Center for the purpose of serving the needs of the Northeast Community Center's surrounding neighborhood in the areas of health care, food security, education , employment, housing, family services and civic capital.

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

1. PERFORMANCE. The Northeast Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, Northeast Community Center may use City funding to meet these needs with prior written approval from the City.

2. PERFORMANCE REPORTING. Quarterly reports are due upon submission of the quarterly invoice identified under the Payment section of this Contract. The Northeast Community Center shall submit a quarterly report to the City's Community Engagement Programs Manager that includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones.

3. COMPENSATION. Each calendar year of the multi-year term, the City shall pay **ONE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FIVE AND 00/100 DOLLARS (\$125,905.00)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials, and direct client assistance. City funds may be used as match dollars for third-party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the

Northeast Community Center through donor development, grant writing, or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Northeast Community Center (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

Requests for increases in funding must be received by June 1st for consideration in the next year's budget. Requests must thoroughly substantiate the need for additional funding. Requests for an increase in funding are not guaranteed and are based on budgetary constraints and are at the discretion of the City. Changes to the amount of compensation shall be set forth in an amendment to the contract.

4. PAYMENT. The Northeast Community Center shall send quarterly invoices in the amount of one-fourth (1/4) of the total Contract to the City's Community Engagement Programs Manager, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3317. Payment shall be made within thirty (30) days of receipt of the Northeast Community Center's invoice.

5. TERM. This Contract shall begin January 1, 2020 and run through December 31, 2024, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

6. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Northeast Community Center agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Center.

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The Northeast Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the Northeast Community Center shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional

insureds, but only with respect to the Northeast Community Center's services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the Northeast Community Center's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Northeast Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Northeast Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify the City as "additional insured," and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The Northeast Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

11. INTERNAL AUDITING CONTROL. The Northeast Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

12. LIABILITY.

- A. The Northeast Community Center 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 Northeast Community Center its officers, employees, and agents in connection with the Contract, 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 part is directed at work or action taken by the Northeast Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Northeast Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and, solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws, and regulations applicable to the subject matter of this Contract.

15. ASSIGNMENTS. Neither party may assign, transfer, or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered a future waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

18. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

**NORTHEAST COMMUNITY
CENTER ASSOCIATION**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



City of Spokane

CONTRACT

**Title: WEST CENTRAL COMMUNITY
DEVELOPMENT ASSOCIATION FUNDING**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION**, a 501(C)(3) non-profit corporation, whose address is 1603 North Belt, Spokane, Washington 99205, as ("West Central Community Center"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the West Central Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the West Central Community Center for the purpose of serving the needs of the West Central Community Center's surrounding neighborhood in the areas of health care, food security, education , employment, housing, family services and civic capital.

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

1. PERFORMANCE. The West Central Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, West Central Community Center may use City funding to meet these needs with prior written approval from the City.

2. PERFORMANCE REPORTING. Quarterly reports are due upon submission of the quarterly invoice identified under the Payment section of this Contract. The West Central Community Center shall submit a quarterly report to the City's Community Engagement Programs Manager that includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones.

3. COMPENSATION. Each calendar year of the multi-year term, the City shall pay **ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS (\$111,940.00)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials, and direct client assistance. City funds may be used as match dollars for third-party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the

West Central Community Center through donor development, grant writing, or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the West Central Community Center (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

Requests for increases in funding must be received by June 1st for consideration in the next year's budget. Requests must thoroughly substantiate the need for additional funding. Requests for an increase in funding are not guaranteed and are based on budgetary constraints and are at the discretion of the City. Changes to the amount of compensation shall be set forth in an amendment to the contract.

4. PAYMENT. The West Central Community Center shall send quarterly invoices in the amount of one-fourth (1/4) of the total Contract to the City's Community Engagement Programs Manager, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3317. Payment shall be made within thirty (30) days of receipt of the West Central Community Center's invoice.

5. TERM. This Contract shall begin January 1, 2020 and run through December 31, 2024, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

6. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The West Central Community Center agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Center.

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The West Central Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the West Central Community Center shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional

insureds, but only with respect to the West Central Community Center's services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the West Central Community Center's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the West Central Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the West Central Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify the City as "additional insured," and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The West Central Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. AUDIT. The West Central Community Center shall maintain for a minimum of three (3) years following final payment, all records related to its performance of the Contract. The West Central Community Center shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such records. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

11. INTERNAL AUDITING CONTROL. The West Central Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

12. LIABILITY.

- A. The West Central Community Center 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 West Central Community Center its officers, employees, and agents in connection with the Contract, 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 part is directed at work or action taken by the West Central Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the West Central Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuing from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and, solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws, and regulations applicable to the subject matter of this Contract.

15. ASSIGNMENTS. Neither party may assign, transfer, or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered a future waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

18. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

**WEST CENTRAL COMMUNITY
DEVELOPMENT ASSOCIATION**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



City of Spokane

CONTRACT

**Title: SOUTHWEST SPOKANE
COMMUNITY CENTER FUNDING**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SOUTHWEST SPOKANE COMMUNITY CENTER**, a 501(C)(3) non-profit corporation, whose address is 310 South Spruce Street, Spokane, Washington 99201, as ("Southwest Community Center"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Southwest Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the Southwest Community Center for the purpose of serving the needs of the Southwest Community Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital.

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

1. PERFORMANCE. The Southwest Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, Southwest Community Center may use City funding to meet these needs with prior written approval from the City.

2. PERFORMANCE REPORTING. Quarterly reports are due upon submission of the quarterly invoice identified under the Payment section of this Contract. The Southwest Community Center shall submit a quarterly report to the City's Community Engagement Programs Manager that includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones.

3. COMPENSATION. Each calendar year of the multi-year term, the City shall pay **THIRTY SEVEN THOUSAND ONE HUNDRED ONE AND 00/100 DOLLARS (\$37,101.00)** from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials, and direct client assistance. City funds may be used as match dollars for third-party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the Southwest Community

Center through donor development, grant writing, or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Southwest Community Center (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding.

Requests for increases in funding must be received by June 1st for consideration in the next year's budget. Requests must thoroughly substantiate the need for additional funding. Requests for an increase in funding are not guaranteed and are based on budgetary constraints and are at the discretion of the City. Changes to the amount of compensation shall be set forth in an amendment to the contract.

4. PAYMENT. The Southwest Community Center shall send quarterly invoices in the amount of one-fourth (1/4) of the total Contract to the City's Community Engagement Programs Manager, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201-3317. Payment shall be made within thirty (30) days of receipt of the Southwest Community Center's invoice.

5. TERM. This Contract shall begin January 1, 2020 and run through December 31, 2024, unless terminated earlier, with the possibility of additional one-year extensions upon mutual agreement of the parties.

6. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Southwest Community Center agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Center.

7. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

8. TAXES. The Southwest Community Center shall be solely responsible for all pertinent taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

9. INSURANCE. During the term of the Contract, the Southwest Community Center shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this

Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Southwest Community Center's services to be provided under this Contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the Southwest Community Center's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Southwest Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Southwest Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify the City as "additional insured," and all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by AM Best. Copies of all applicable endorsements shall be provided. The Southwest Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

11. INTERNAL AUDITING CONTROL. The Southwest Community Center shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP) and non-profit accounting and financial reporting standards.

12. LIABILITY.

- A. The Southwest Community Center 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 Southwest Community Center its officers, employees, and agents in connection with the Contract, 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 part is directed at work or action taken by the Southwest Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Southwest Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.
- B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and, solely for the purposes of this

indemnification, each party specifically waives any immunity under Title 51 RCW.

The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement and formalized with the same formality as this Contract.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws, and regulations applicable to the subject matter of this Contract.

15. ASSIGNMENTS. Neither party may assign, transfer, or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

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17. ENTIRE AGREEMENT. This written Contract constitutes an integration of the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

18. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

**SOUTHWEST SPOKANE
COMMUNITY CENTER**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4310 Wastewater Maintenance
Subject:	Wastewater Lift Stations Condition Assessment
Date:	11/4/2019
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org , 625-7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this project will come from Wastewater funds.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	The project will provide a written report of conditions of the 5 project lift stations, recommended & prioritized repair/upgrades, cost estimates and help inform the path forward to assessing remaining lift stations for needed repair/upgrades.
Background/History: <p>The City owns and operates collection systems for sanitary sewage, combined sewage, and separated storm water. These systems include 26 sanitary sewage, 2 combined sewage, and 6 storm water lift stations. These lift stations are a critical part of the City's wastewater infrastructure and are relatively maintenance intensive due to mechanical and electrical equipment required for operation. Operation and maintenance is performed by staff as they daily visits these lift stations. However, more in-depth investigations are necessary to assess deficiencies, degradation of equipment, inefficiencies, obsolescence and inadequacies to determine and prioritize needed repairs/upgrades. This Condition Assessment project will do that and provide documentation and planning level cost estimates to support repair/replacement projects.</p>	
Executive Summary: <ul style="list-style-type: none"> A request for proposals was advertised in September for qualifying firms to submit no-cost proposals to complete the assessment of 5 selected sanitary lift stations. A review/evaluation committee scored and ranked the three proposals received and selected Parametrix Engineering as the most favorable to the City to perform this project. Contract not to exceed \$125,000. 	
Budget Impact: <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact: <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:</p>	

Briefing Paper

Public Safety & Community Health

Division & Department:	Fire
Subject:	Proposed Contract/Informal Request for Proposals for SFD Training
Date:	10/23/19
Contact (email & phone):	Jay Atwood, jatwood@spokanecity.org , X 7095
City Council Sponsor:	
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
Strategic Initiative:	
Deadline:	November 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of future contract with the successful bidder from an IRFP.
<p><u>Background/History:</u> Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</p> <p>On 10/18/19, SFD issued an informal request for proposals (IRFP) to the MRSC roster for vendors who offer personnel training. In the past, SFD has contracted with Stuart Consulting Group, Inc. (SCGI) for the following services:</p> <p>Quarterly Senior Leadership Training Annual Strategic Positioning/Scenario Based Planning Monthly Executive Coaching Monthly Advanced School of Leadership (9 months)</p> <p>The amount of the contract is expected to be more than \$75k, which exceeds the procurement threshold without an IRFP. Term of the contract is estimated to be October 2019-September 2020 with optional renewals.</p> <p>Bids are due October 28, 2019 at 12:00 PM. This briefing paper will serve as a placeholder for an upcoming contract with the apparent successful bidder. We expect to brief the proposed contract in November 2019.</p>	
<p><u>Executive Summary:</u></p> <p>Placeholder for proposed contract for SFD Training to include Senior Leadership Training, Strategic Positioning, Executive Coaching, and Advanced School of Leadership. Bid results will be available 10/28/19.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

(Public Safety and Community Health)

Division & Department:	Fire
Subject:	Upgrade to HVAC Control System at the Combined Communications Building, SFD Training and SFD Maintenance
Date:	November 4, 2019
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner – obtain timely repairs and upgrades to fire stations and other facilities.</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	December 31, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade the HVAC control system for the Combined Communications Building, SFD Training and SFD Maintenance to meet current industry standards for control and system security.
Background/History: The current HVAC control system is a Windows 7 based system that will be unsupported by Microsoft after January 1, 2020. This control system (front end) for these critical facilities needs to be upgraded to current industry standards for system control and cyber security. Control Solutions Northwest (CSN) designed the current system with its Schneider brand, proprietary components. As such, CSN can provide the most cost effective upgrade to the system due to minimal component replacement.	
Executive Summary: <ul style="list-style-type: none"> • Cost Savings—CSN designed the current HVAC system and is the regional Sole Source Provider of Schneider branded components which are used throughout all three facilities. As such, CSN can upgrade the current control system with minimal component replacement and maintain interoperability with currently used, proprietary Schneider brand components. It is estimated that the overall project cost would double if a different vendor, using non-Schneider components, was selected as many more components would need to be replaced due to compatibility issues. • Project Cost—CSN quoted \$68,798 including WA State Sales Tax, for this project. However, SFD is requesting purchase authority not-to-exceed \$86,000 to cover unanticipated expenses that may arise during upgrade of this complex system. This is a 25% increase, including sales tax, over what would be specified in the contract, i.e., the quoted project cost. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

Briefing Paper

(Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase of (1) Pierce 107' Quint Fire Apparatus
Date:	November 4, 2019
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	As soon as possible to expedite placing this apparatus in service and to avoid a 4% annual price increase in 2020.
Outcome: (deliverables, delivery duties, milestones)	Incorporating this new Quint apparatus into the SFD Fleet will allow (1) Quint to be removed from front-line service and placed in Reserve status.
Background/History: SFD is systematically purchasing new fire apparatus to provide more reliable vehicles for emergency response. The SFD fleet management goal is to remove Quint apparatus from front line service and place them in reserve status after 15 years of service. Reserve apparatus are still actively used to provide coverage when front line apparatus are out of service for repair or maintenance. The new trucks meet current NFPA safety standards, providing a greater margin of safety for firefighters and citizens. Additionally, the new trucks have significantly cleaner exhaust emissions, contributing to better regional air quality and reduced cancer risk to Fire personnel.	
Executive Summary: <ul style="list-style-type: none"> Fills a critical need – This Quint purchase is necessary as the prior Reserve Quint, a 1992 Pierce, was removed from service due to severe structural corrosion. Due to the age of this apparatus, corrosion mitigation costs were prohibitive. Fleet standardization—This Quint aerial apparatus is nearly identical to the (2) Pierce 75' Quints purchased in 2016. This similarity allows for efficiencies in operations and maintenance. Group Purchase Savings-- Purchase will be made via HGAC (Houston Galveston Area Council) pricing through Hughes Fire Equipment Inc., the sole regional dealer for Pierce Manufacturing. Fair and Competitive-- HGAC pricing is competitively bid/pre-negotiated and has been successfully used by SFD for the last (3) Heavy Fire Apparatus purchases. Cost --Total cost, including WA State sales tax, for (1) Pierce, 107' Quint Aerial is \$1,255,539.17. This includes \$31,266 in progress payment discounts. Delivery – Estimated December 2020 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: SIP Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for High Calcium Quicklime Purchase for the WTE
Date:	November 4, 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 Committee/Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for this purchase in order to comply with environmental regulations.
<p><u>Background/History:</u></p> <p>High Calcium Quicklime is required for operation of the WTE. It is used to reduce the acid gases in the flue gas and control the final pH of the ash. Water is added to the powdered lime to create a slurry which is injected into the flue gas to remove hydrochloric acid and sulfur dioxide in order to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature.</p> <p>On August 26, 2019 bidding closed for ITB 5121-19 for the purchase and delivery of this High Calcium Quicklime. Three responses were received and LHoist North America of Canada, Inc. was the lowest bidder.</p> <p>Pricing is based on an estimated annual usage of 6,000 tons and is inclusive of any taxes/surcharges. The price per ton will be \$227.92/ton and due to being a Canadian manufacturer that exports into Washington, the sales tax of \$20.92/ton will be accrued and remitted directly by the City of Spokane.</p> <p>The value blanket will span from December 1, 2019 through November 30, 2021 with the option of three (3) additional one-year contract periods. The estimated expense should not exceed \$3,000,000.00 (\$1,500,000.00 annually).</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Value Blanket for the purchase/delivery of High Calcium Quicklime to the WTE. Annual usage of 6,000 tons at \$227.92/ton plus \$20.29 in tax. Period beginning Dec. 1, 2019 through Nov. 30, 2021 with option of 3 additional one-year contract periods. Total cost of \$3M (\$1.5M annually) 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

Multi-Cultural Center Funding Agreement

This Multi-Cultural Center Funding Agreement is between the City of Spokane, a Washington State municipal corporation (“City”) and Friends of the Black Lens (“FOBL”), a Washington State non-profit organization, for the award of a multi-cultural center funding award for the development of the Carl Maxey Center.

- 1) Purpose: The City desires to provide matching grant funding to community organizations for the development, or redevelopment of multi-cultural centers to support programs and events that honor and celebrate the rich diversity of the City’s cultural communities. The City has allocated \$300,000.00, with a maximum grant amount of \$100,000.00 per award, and has considered proposals in various cultural disciplines and from various areas of the City of Spokane for projects planned to be completed within the City limits, with fund expenditure completion by September 30, 2021. The City has received applications for the multi-cultural center funding and desires to enter into this agreement to award the funding to FOBL based on the attached Multi-Cultural Center Funds Application Guidelines (“Guidelines”) and the conditions set forth in this Agreement.
- 2) Rights and Obligations: The rights and obligations of the parties to this Agreement are governed by this Agreement and the Guidelines. The parties agree to be governed by the modifications to the Guidelines as set forth in this Agreement.
- 3) Grant Funding: The City agrees to provide FOBL ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in matching grant funds for capital expenses in the development of the Carl Maxey Center located at 3112-2118 E. 5th Avenue, Spokane, Washington upon the following conditions:
 - a) The grant funding shall be used with matching funds for the purchase, renovation, or expansion of a multi-cultural center,
 - b) The project shall be completed by September 30, 2021,
 - c) The use of the grant funding and all subsequent community cultural activities shall comply with the attached Guidelines.
- 4) Activities: FOBL will be responsible to administer the cultural activities consistent with the Guidelines including but not limited to the time period for the cultural activities.
- 5) Performance Reporting and Evaluation: FOBL shall report to the City on its use of the grant funding. The report shall be submitted to the Office of Neighborhood and Business Services consistent with the Guidelines no later than December 31, 2023.

6) Failure to comply with Guidelines: If FOBL fails to comply with the requirements set forth in the Guidelines, the Center shall be responsible to return or refund the full \$100,000 to the City.

7) Notice: Future notice or corresponds shall be sent to:

Adam McDaniel
City of Spokane
City Council Office
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Sandra Williams
Friends of the Black Lens
1312 N. Monroe Street, #148
Spokane, WA 99201

8) Hold Harmless: FOBL shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of FOBL's performance or nonperformance of the program, activities, or services called for in this Agreement.

FRIENDS OF THE BLACK LENS

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID NO:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Multi-Cultural Center Funding Agreement

This Multi-Cultural Center Funding Agreement is between the City of Spokane, a Washington State municipal corporation (“City”) and the Native Project, a 501 c 3 urban Indian organization, for the award of a multi-cultural center funding award for the development of the Native Project Family and Cultural Center.

- 1) Purpose: The City desires to provide matching grant funding to community organizations for the development, or redevelopment of multi-cultural centers to support programs and events that honor and celebrate the rich diversity of the City’s cultural communities. The City has allocated \$300,000.00, with a maximum grant amount of \$100,000.00 per award, and has considered proposals in various cultural disciplines and from various areas of the City of Spokane for projects planned to be completed within the City limits, with fund expenditure completion by September 30, 2021. The City has received applications for the multi-cultural center funding and desires to enter into this agreement to award the funding to the Native Project based on the attached Multi-Cultural Center Funds Application Guidelines (“Guidelines”) and the conditions set forth in this Agreement.
- 2) Rights and Obligations: The rights and obligations of the parties to this Agreement are governed by this Agreement and the Guidelines. The parties agree to be governed by the modifications to the Guidelines as set forth in this Agreement. 3) Grant Funding: The City agrees to provide the Native Project ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in matching grant funds for capital expenses in the development of the Native Project Family and Culture Center located at 1803 West Maxwell, Spokane, Washington upon the following conditions:
 - a) The grant funding shall be used with matching funds for the purchase, renovation, or expansion of a multi-cultural center,
 - b) The project shall be completed by September 30, 2021,
 - c) The use of the grant funding and all subsequent community cultural activities shall comply with the attached Guidelines.
- 4) Activities: The Native Project will be responsible to administer the cultural activities consistent with the Guidelines including but not limited to the time period for the cultural activities.
- 5) Performance Reporting and Evaluation: The Native Project shall report to the City on its use of the grant funding. The report shall be submitted to the Office of Neighborhood and Business Services consistent with the Guidelines no later than December 31, 2023.

6) Failure to comply with Guidelines: If the Native Project fails to comply with the requirements set forth in the Guidelines, the Native Project shall be responsible to return or refund the full \$100,000 to the City.

7) Notice: Future notice or corresponds shall be sent to:

Adam McDaniel
City of Spokane
City Council Office
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Toni Lodge
The Native Project
1803 West Maxwell
Spokane, WA 99201

8) Hold Harmless: The Native Project shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Native Project's performance or nonperformance of the program, activities, or services called for in this Agreement.

THE NATIVE PROJECT

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID NO:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Multi-Cultural Center Funding Agreement

This Multi-Cultural Center Funding Agreement is between the City of Spokane, a Washington State municipal corporation (“City”) and the Southside Community Center (“Center”), a 501 c 3 non-profit organization, for the award of a multi-cultural center funding award for the development of the Southside Community Center.

- 1) Purpose: The City desires to provide matching grant funding to community organizations for the development, or redevelopment of multi-cultural centers to support programs and events that honor and celebrate the rich diversity of the City’s cultural communities. The City has allocated \$300,000.00, with a maximum grant amount of \$100,000.00 per award, and has considered proposals in various cultural disciplines and from various areas of the City of Spokane for projects planned to be completed within the City limits, with fund expenditure completion by September 30, 2021. The City has received applications for the multi-cultural center funding and desires to enter into this agreement to award the funding to the Southside Community Center based on the attached Multi-Cultural Center Funds Application Guidelines (“Guidelines”) and the conditions set forth in this Agreement.
- 2) Rights and Obligations: The rights and obligations of the parties to this Agreement are governed by this Agreement and the Guidelines. The parties agree to be governed by the modifications to the Guidelines as set forth in this Agreement.
- 3) Grant Funding: The City agrees to provide the Center ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in matching grant funds for capital expenses in the development of the Southside Community Center located at 3151 E 27th Avenue, Spokane, Washington upon the following conditions:
 - a) The grant funding shall be used with matching funds for the purchase, renovation, or expansion of a multi-cultural center,
 - b) The project shall be completed by September 30, 2021,
 - c) The use of the grant funding and all subsequent community cultural activities shall comply with the attached Guidelines.
- 4) Activities: The Center will be responsible to administer the cultural activities consistent with the Guidelines including but not limited to the time period for the cultural activities.
- 5) Performance Reporting and Evaluation: The Center shall report to the City on its use of the grant funding. The report shall be submitted to the Office of Neighborhood and Business Services consistent with the Guidelines no later than December 31, 2023.

6) Failure to comply with Guidelines: If the Center fails to comply with the requirements set forth in the Guidelines, the Center shall be responsible to return or refund the full \$100,000 to the City.

7) Notice: Future notice or corresponds shall be sent to:

Adam McDaniel
City of Spokane
City Council Office
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Lisa Rosier
Southside Community Center
3151 E 27th Avenue
Spokane, WA 99223

8) Hold Harmless: The Center shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Center's performance or nonperformance of the program, activities, or services called for in this Agreement.

Southside Community Center

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID NO:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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 General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999- 99999-99999	General Fund--Unappropriated Reserves	<u>\$ 208,311</u>
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TO:	5901-49854- 73200-54201	Asset Management Fund--Capital Contractual Services	<u>\$ 208,311</u>
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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 **appropriate additional funds to support the new Spokane Arts \$375,000 multi-year contract**, 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.

Section 3. Be it resolved, by the City Council, that it authorizes staff to enter into contract for \$120,000 for Family Promise to ensure capacity for 60 family slots and \$20,000 for Transitions for the purpose of weekend hours for single women. These funds would be distributed from previously allotted grant funding that council approved all but \$140,000. These funds are located CHHS department waiting for distribution.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date



City of Spokane
**PUBLIC ART GRANT AGREEMENT
WITH SPOKANE ARTS**

This Public Arts Grant Agreement is between the City of Spokane, a Washington State municipal corporation ("City") and Spokane Arts, a Washington State non-profit organization, for the award of a public arts grant funding for the development of a public arts program.

1) DESCRIPTION OF PROGRAM: The City desires to provide grant funding to Spokane Arts to develop a public arts program, which shall include, but is not limited to, the following:

- a. - creating new public art in the city of Spokane, including murals and sculpture,
- b. - administering juried public art processes, and
- c. – implementing a grant making process to support local cultural and arts programs.

2) TERM: This three-year Agreement is effective on November 1, 2019 and shall end on October 31, 2022.

3) GRANT FUNDING AND PAYMENT: The City shall provide Spokane Arts grant funding in the amount of THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000) with a \$100,000 payment upon execution of this Agreement. The balance of \$275,000 shall be paid on a quarterly basis of equal payments over the three-year term of this Agreement.

4) RIGHTS AND OBLIGATIONS: The rights and obligations of the parties to this Agreement are governed by this Agreement. Spokane Arts will be responsible to administer the grant activities set forth in Section 1.

5) PERFORMANCE REPORTING AND EVALUATION: Spokane Arts shall report to the City on its use of the grant funding. The report shall be submitted to the City Council President twice a year in July and December with a report to the City Council during the fourth quarter of each year.

- 6) Notice: Future notice or corresponds shall be sent to:

City Council President
City of Spokane
Spokane City Council
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Melissa Huggins
Spokane Arts
801 W Riverside Avenue
Spokane, WA 99201

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

- 8) **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to Spokane Arts shall be safeguarded by Spokane Arts. Spokane Arts shall make such data, documents and files available to the City upon the City's request. If the City's use of Spokane Arts' records or data is not related to this project, it shall be without liability or legal exposure to Spokane Arts

- 9) **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

- 10) **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship will be created by this Agreement.

- 11) **INDEMNIFICATION.** Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from third party claims resulting from any breach of a parties' staff, employees, officers, agents and independent contractor's obligations of confidentiality under this Agreement.

- 12) **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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

- 13) **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. Spokane Arts shall be responsible for contacting

the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If Spokane Arts does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

17) MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

CITY OF SPOKANE

SPOKANE ARTS

By: _____

By: _____

Print Name: _____

Print Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	PMWeb, Inc. Annual Software Maintenance and Support
Date:	November 4, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	PMWeb Annual Software Maintenance and Support Utilizing Budget Account # 4250-30210-38141-54201-99999 Utilizing Budget Account # 0370-30210-44200-53104-99999
Strategic Initiative:	Sustainable Resources
Deadline:	January 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The City selected PMWeb, Inc through RFP #4196-16 to provide Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that will be hosted and maintained by PMWeb. Last year's total was \$75,200 not including tax. This year total not including tax is \$79,425. The difference in cost is the addition of 1 Full User license and 2 Guest Concurrent Licenses.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Contract with PMWeb, Inc. for Annual Software Maintenance and Support of the City's Capital Project Management software. Requesting \$86,493.83 including tax for the renewal of this contract. Term is February 1, 2020 – January 31, 2021 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Rubicon Global, LLC Annual Software renewal and additional vehicle Tablet/Pods purchases.
Date:	November 4, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Rubicon Global, LLC Annual Software Maintenance, Support and purchase of vehicle tablets and pods. Utilizing Budget Account #s 4500-44200-34148-53502 4500-45100-34148-53502 1100-21800-42660-54303 1100-21800-42660-54302
Strategic Initiative:	Sustainable Resources
Deadline:	October 15, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Amendment to original contract for additional purchases for vehicle tablets and pods.
Background/History: The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. The first year cost was \$171,846.89 (plus applicable tax). With the addition of 6 vehicle tablets and 23 vehicle pods between the Solid Waste Management and Street Departments, the 2 nd year's costs increase to \$188,146.27 including tax.	
Executive Summary: <ul style="list-style-type: none"> • Purchase of additional vehicle tablets • Purchase of additional vehicle pods • Additional purchase are \$14,076.15 including tax for the renewal of this contract. • Term is October 16, 2019 – October 15, 2020 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	SBO for JAG19 grant equipment
Date:	November 4 th , 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:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO for purchase of equipment using awarded Edward Byrne Memorial Justice Assistance Grant funds totaling \$76,688
Background/History: The City of Spokane Police Department was awarded \$139,432 in JAG19 funding through the Department of Justice. The award is shared with the Spokane County Sheriff's Office in the amount of \$62,744 and the remaining \$76,688 is retained by the City of Spokane to be used towards the purchase of police equipment.	
Executive Summary: <ul style="list-style-type: none"> Additional budget is required for the ordering and purchase of police equipment Equipment includes weapon sights, ballistic shields, holsters, and ammunition SBO has a net zero effect on overall budget as SPD will be reimbursed for any spent dollars Budget for the SCSO subaward is not needed at this time Total increase to expenditures \$76,688 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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 Public Safety & Judicial Grant Fund, the following changes be made:

FROM:	1620-91773 21250-33116	Judicial Grant Fund – Justice Asst Grant 2019 Dept of Justice	<u>\$ 76,688</u>
TO:	1620-91773 21250-53502	Judicial Grant Fund – Justice Asst Grant 2019 Minor Equipment	\$ <u>76,688</u>

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 order and purchase police equipment as awarded and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety & Community Housing 11/04/2019

Division & Department:	Spokane Police Department
Subject:	STA Plaza Security - 2020
Date:	10/24/2019
Contact (email & phone):	Kevin King – kking@spokanepolice.org 509-835-4514
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Inter-local agreement with Spokane Transit Authority to provide a police officer based out of the Downtown Precinct from January 1, 2020 through December 31, 2020. Estimated revenue will be around \$86,900.00. -
Background/History: The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street or at other locations as mutually agreed to by both parties	
Executive Summary: <p>The funds from this inter-local agreement will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. Routine police presence in and around the STA plaza and surrounding areas helps to deter illegal activity in an area of high pedestrian activity. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer</p>	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Operational Agreement for Safe Streets Task Force
Date:	November 4 th , 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:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of multi-jurisdictional operational agreement for the drug and task force known as the Spokane Regional Safe Streets Task Force (SRSSTF).
<p><u>Background/History:</u> The purpose of the multi-jurisdictional drug and gang task force, known as the Spokane Regional Safe Streets Task Force (SRSSTF), is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in the Spokane County area thereby reducing the availability, use and trafficking of illegal drugs, guns, and the profits of their criminal enterprise. The SRSSTF will maintain, equip, train, and operate efficient investigative, intelligence, and proactive suppression components capable of immediate response to the most serious criminal acts.</p> <p>Participating agencies are the Spokane County Sheriff's Office, Spokane County Prosecuting Attorney's Office, Spokane Valley Police Department, and the Spokane Police Department.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • SPD will assign three full-time Detectives, one full-time Officer, and one full-time Sergeant • Each participating agency will be responsible for all wages and benefits, and standard-issue equipment for its assigned employees • SCSO will be the contracting agency for any awarded JAG funding, as well as the fiduciary for any forfeited funds generated by the enforcement activities of the SRSSTF and HIDTA (High Intensity Drug Trafficking Area) funds 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Spokane Regional Safe Streets Task Force
1100 West Mallon
Spokane, Washington 99260-0300

SPOKANE REGIONAL SAFE STREETS TASK FORCE
OPERATIONAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES PURSUANT TO RCW 39.34 AND RCW 10.93. IT DESCRIBES THE DURATION, PURPOSE, FORMATION, ADMINISTRATION, TERMINATION, AND FINANCING OF THE SPOKANE REGIONAL SAFE STREETS TASK FORCE (SRSSTF).

THIS AGREEMENT REPLACES THE AGREEMENT SIGNED BY THE REPRESENTATIVE AGENCY HEADS IN 2015, AND FILED WITH THE SPOKANE COUNTY AUDITOR, FILE #6451205.

I. PURPOSE

Spokane County and the surrounding region have experienced a continuing increase in illegal drug manufacturing and trafficking, along with an increase in related criminal activity. Experience has shown that individual agencies, acting separately, do not have the capacity to significantly impact the mid to upper level manufacturing, trafficking, and distribution of illegal drugs.

The purpose of the multi-jurisdictional drug and gang task force, known as the Spokane Regional Safe Streets Task Force (SRSSTF), is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in the Spokane County area thereby reducing the availability, use and trafficking of illegal drugs, guns, and the profits of their criminal enterprise. The SRSSTF will maintain, equip, train, and operate efficient investigative, intelligence, and proactive suppression components capable of immediate response to the most serious criminal acts.

II. ORGANIZATION / PARTICIPATING AGENCIES

The Spokane County Sheriff's Office (SCSO), Spokane Valley Police Department (SVPD), and the Spokane Police Department (SPD), agree to assign full-time commissioned officers to the SRSSTF as set forth in this agreement by the SRSSTF Board of Directors (BOD).

The SCSO/SVPD agrees to assign one full-time Sheriff Technical Assistant 3 for administrative support. The SCSO/SVPD agrees to assign three full-time Detectives, one full-time Deputy and one full-time Sergeant.

The SCSO/SVPD also agrees to assign an Inspector or Lieutenant who will have the responsibility of SRSSTF Commander. The Task Force Commander may have other duties within the SCSO/SVPD, but will dedicate the necessary time to the administration of the SRSSTF.

The SPD agrees to assign three full-time Detectives, one full-time Officer, and one full-time Sergeant.

The SPD and SCSO/SVPD Sergeants will share the duties as unit supervisors. They will be responsible for supervision of day-to-day Task Force operations, pursuant to the direction of the Task Force Commander.

The Spokane County Prosecuting Attorney's Office (SCPatty) agrees to assign prosecutors to the SRSSTF. Assigned prosecutors will have the responsibility to prosecute criminal and civil forfeiture cases generated and filed by the SRSSTF.

All persons assigned to the SRSSTF shall work under the direct supervision of the unit supervisors. All persons assigned to the unit shall adhere to the rules and regulations as set forth in the SRSSTF policy and procedures manual, applicable FBI policies and procedures, as well as their individual departmental rules, policies and procedures. Variance between SRSSTF policy and procedures and individual agency rules, policies and procedures shall require the employee to comply with his/her individual agency rules, policies, and procedures. When operating under the authority of their FBI Task Force members shall adhere to that agency's respective policies and procedures. In the event of conflict regarding supervision and operation of the Task Force, the SUPERVISION AND CONTROL and OPERATIONS sections of the MOUs between the FBI and individual agencies will supersede this Operational Agreement.

For the purpose of indemnification of the above identified Participating Agencies against any losses, damages, or liabilities arising from the activities of the SRSSTF, the assigned personnel shall be deemed to be continuing under the employment of his/her individual agency. Each agency contributing personnel to the SRSSTF will continue that employee as an employee of the Participating Agency and will be solely responsible for the employee.

Any duly sworn peace officer, while assigned to the SRSSTF and working at the direction of the SRSSTF Board of Directors, Commander, and unit supervisors, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction.

Travel Policy

For the purpose of establishing a single travel policy for all persons assigned to the SRSSTF, regardless of the individual person's department or agency, all persons assigned to the SRSSTF, while traveling on either day trip or per diem, will comply with Spokane County's travel policy that is in effect at the time of the travel. (Amendment to Task Force Operational Agreement (#6006742), Auditor File Number #6100830).

ADMINISTRATION

Overall governance of SRSSTF operations, including the setting of investigative priorities and general operating procedures, will be vested in a Board of Directors (BOD) consisting of the elected official/agency executive, or their designee, from each participating agency. Each member of the BOD will have an equal vote in SRSSTF business. In the absence of a majority vote, the deciding vote will be cast by the Executive Director of the BOD. The Executive Director shall be the elected official/ agency executive of the organization which serves as the fiscal agent and Contractor as determined by the BOD.

Under the direction of the BOD, the SRSSTF Commander shall act as the principal liaison and facilitator between the BOD and SRSSTF. The SRSSTF Commander will be responsible for keeping the BOD informed on all matters relating to the function, expenditures, accomplishments, and challenges of the SRSSTF.

The BOD may meet monthly to review the SRSSTF activities and policies. Extra sessions can be called by any member of the BOD, or at the request of the SRSSTF Commander. When the BOD votes on any matter, a majority shall be required for passage. In the absence of a majority vote, the Executive Director of the BOD will cast the deciding vote. In an emergency, the SRSSTF Commander may conduct a telephone poll of the BOD to resolve an issue.

Full time participation in the SRSSTF by additional agencies will occur only if a Memorandum of Understanding (MOU) has been completed between the SRSSTF BOD and the new participating agency. Once the MOU is established, the new agency may be awarded a seat and a vote as a member of the SRSSTF BOD. Additional local agencies may, with a formal MOU, participate in a limited role and with approval of the Task Force Commander. Federal agencies may participate in the task force without a formal MOU, which will result in a limited role and with the approval of the Task Force Commander. Federal Agencies who do not establish an MOU with the BOD may have a vote and may be considered members of the SRSSTF BOD, with prior approval of the BOD.

TASK FORCE BUDGET / FINANCIALS

The SRSSTF will have four funding sources. These sources will be used for the SRSSTF maintenance and operation and capital expenses, as well as some personnel expenses, as set forth in the annual SRSSTF budget and approved by the BOD.

Local Funds.

Each Participating Agency will be responsible for all wages and benefits, and standard-issue equipment for its assigned employees. The only exception to this responsibility will be for the Sheriff Technical Assistant 3 (STA3) position within the Task Force. The STA3 position will be funded by Byrne JAG grants funds when available. Since grant and forfeiture funds change annually the personnel costs will also change. The funding source for the STA3 salary will be reviewed annually along with the Task Force's budget. The division of personnel expenses between the SRSSTF budget and Participating Agencies will be addressed annually by the BOD, during the budget process.

JAG Grant funds.

The second funding source, when available, will be the Justice Assistance Grant funds administered each year by the Washington State Department of Commerce. The SCSO will be the contracting agency for the grant and will have the responsibility of administering the grant through the SRSSTF Commander.

Forfeiture funds.

The third funding source will be forfeited funds generated by the enforcement activities of the SRSSTF. The forfeited funds are maintained by the Spokane County Auditor in a designated unreserved fund balance (DUFB) accounts. The forfeited funds will be used in accordance with state statute (RCW 69) and Federal Asset Sharing guidelines. The SCSO, as the fiduciary for the Task Force, will have the responsibility of administering the forfeiture funds through the SRSSTF Commander.

HIDTA funds.

The fourth funding source for SRSSTF activities will be available HIDTA (High Intensity Drug Trafficking Area) funds. The SCSO is the fiduciary for HIDTA funds. HIDTA funds are distributed through the SRSSTF unit supervisors to enhance and support partnerships with other Spokane County narcotic law enforcement entities.

HIDTA funds may be dispersed, at the direction of the SRSSTF unit supervisors, to support cooperative investigations targeting illicit, existing, and emerging violent gangs, and mid to upper level drug trafficking organizations operating in the Spokane County area and the surrounding region.

The SRSSTF Commander will have responsibility for the management of the SRSSTF budget and funds, subject to the direction and approval of the BOD.

SEIZED ASSETS AND REVENUE

The Task Force recognizes an ancillary benefit of asset forfeiture is the potential to share federal forfeiture proceeds with cooperating state and local law enforcement agencies through equitable sharing. The Equitable Sharing Program enhances cooperation among federal, state, local, and tribal law enforcement by providing valuable additional resources to each Task Force member agency. Equitable sharing funds are designed to supplement and enhance, not supplant, appropriated agency resources.

The BOD has approved the SCSO/Spokane County as the fiduciary agency for the SRSSTF.

Seized Assets.

Items seized, under either state or federal law, as the result of Task Force investigations will be processed by the SRSSTF in accordance with state and federal laws. All Task Force Participating Agencies agree and understand that all forfeitures of seized assets, which may be awarded to the fiduciary agency, will be retained by the fiduciary agency for task force expenses.

Federal Equitable Sharing funds are awarded to one single agency, known as the fiduciary, designated by the Task Force. The Task Force Participating Agencies will not submit individual sharing requests nor will member agencies receive funds from the fiduciary agency, unless an agreed upon percentage is in place and has been agreed upon by the SRSSTF BOD. These percentages will be reviewed on an annual basis.

The agreed upon percentages for year 2019, as agreed upon by the BOD, is as follows: SCSO/SVPD 33%; SPD 33%; and the SCPAtty 33%.

Monetary assets awarded to the Task Force will be deposited into the DUFb. Non-monetary assets will be disposed of in accordance with state and federal law by the SRSSTF. The proceeds from those items will be deposited into the DUFb. The monetary assets and the proceeds from non-monetary assets seized as a result of a Task Force investigation shall be collectively referred to as “Forfeited Funds.”

Forfeited Revenue Distribution.

In June of the calendar year, the Forfeited Fund account will be reviewed. After approved expenditures and required payments have been made, the amount above the approved threshold balance of \$400,000 will be divided equally between the Participating Agencies. The only funds available for this type of distribution are assets forfeited under RCW 69.50.505 (9) and (10).

Reporting/Tracking Expenditures of Task Force Forfeited Revenue.

Each Participating Agency is responsible for adhering to state and federal laws for the use of drug-related seizure monies distributed to them. Any federal funds that are awarded to a Participating Agency must be tracked and reported per federal asset-sharing regulations. By accepting forfeiture funds, each Participating Agency acknowledges its compliance with state and federal laws regarding the receipt and expenditure of drug-related forfeiture revenue.

COMPLIANCE WITH THE LAW

The Task Force and all its members shall comply with all federal, state, and local laws affecting the Task Force. The Participating Agencies jurisdictions acknowledge that:

The proceeds of forfeited property must be used only for law enforcement activities related to controlled substances. RCW 69.50.505 (9) and (10) require that 10% of the net proceeds of forfeited property be remitted to the state treasurer for deposit in the general fund. The remaining portion may be used only for “controlled substances related law enforcement activities”.

Furthermore, proceeds derived from local government participation in federal seizures and forfeitures of property must be used only for law enforcement purposes as defined in the *Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies* (“Guide”) published by the United States Department of Justice. The *Guide* expressly enumerates both permissible and impermissible uses of funds. Accounting procedures and internal controls established in the *Guide* must also be followed, including the prohibition of commingling equitable shared Department of Justice Funds with funds from any other source, subject to audit by the United States General Accounting Office.

Pursuant to the statute and guidelines, proceeds from both state and federal forfeitures may not be used to supplant preexisting funding sources.

The provisions of this Agreement shall be interpreted and administered in order to ensure compliance with these legal requirements.

MANNER OF ACQUIRING/DISPOSING OF PROPERTY USED

Property/equipment supplied to the SRSSTF by a Participating Agency will remain the property of that agency. Property/equipment purchased with grant or forfeiture funds will remain with the SRSSTF as long as it is operating. Funding and expenditures will be documented. In the event the SRSSTF is disbanded, property/equipment belonging to the SRSSTF and any remaining forfeited funds will stay with the fiscal agency, after compliance with all applicable requirements of the JAG grant contract, RCW 69 and federal asset sharing guidelines regarding property/equipment acquired with grant and/or forfeiture funds.

PUBLIC DISCLOSURE REQUESTS

The SCSO Public Disclosure Office will be responsible for all public disclosure requests regarding cases assigned to the SRSSTF as noted in the LERMS system and will respond according to the Washington State Public Records Act RCW 42.56 and all other applicable RCW's. The Task Force is comprised of the SPD, SCSO, SVPD, and Federal partners. Any requests for information on cases that have been adopted by a federal agency, will have to go through those respective federal agencies for their public disclosure response and process.

Request for Public Records can be completed by visiting the Spokane County website at: <https://www.spokanecounty.org/>; selecting County Services; then Public Records Request. From there a request can be completed for the Spokane County Sheriff's Office. Or requests can be completed by mail addressed to: Spokane County Sheriff's Office, Attn: Public Disclosure, 1100 W. Mallon Ave., Spokane, WA 99260.

TERMINATION OF AGREEMENT

Participating Agencies may withdraw from the SRSSTF by written statement of termination directed to the BOD. Termination of the agency's participation will take place automatically thirty (30) days after receipt of the written notification, or immediately upon written notification that the agency is unable to sustain the necessary funding for participation. Other than the disbanding of the SRSSTF, no agency will be awarded SRSSTF forfeiture funds because of the agency terminating participation in the SRSSTF. If, at any time Task Force Participating Agencies are not able to comply with the personnel requirements set forth by the BOD, the SRSSTF will be disbanded and the property/equipment and any remaining forfeited funds will be dispersed as described in section V.

DURATION OF AGREEMENT

This agreement shall remain valid as long as law enforcement agencies continue to assign personnel to the SRSSTF and abide by the agreement.

To maintain continuity and validity of the agreement the newly elected official or newly appointed department head of any signing agency will be asked to review and sign an identical agreement. As required by RCW 39.34 this and subsequent agreements will be filed with the Spokane County Auditor.

AGREEMENT

On behalf of my agency, I hereby agree to participate in the SRSSTF in accordance with the policies set forth in this agreement.

Signature	Date	Agency
-----------	------	--------

*		
		Spokane County Sheriff's Office

*		
		Spokane Valley Police Department

*		
		Spokane Police Department

*		
		Spokane County Prosecuting Attorney's Office

*Signature of elected official/department head of participating city, county, tribal, state, or federal agency.



Illegal Camping: Code Enforcement

Updated Daily

Oldest Open Case

9/3/2019

Cases Closed YTD

769

Total Cases YTD

788

Solid Waste (pounds) YTD

87K

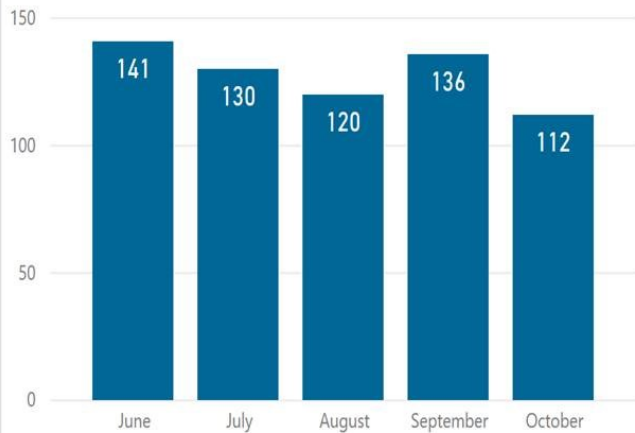
Month

All

Year

All

Cases Closed by Month

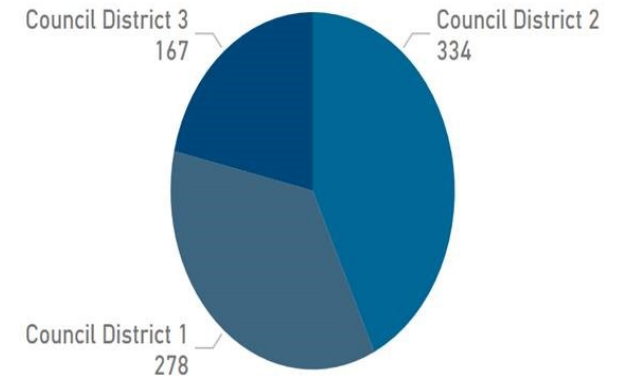


Cases by Responsible Party

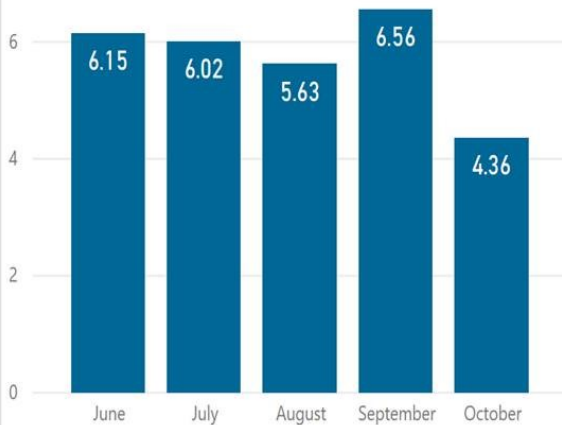
Property Type ● City ● Partner Agency ● Private Property



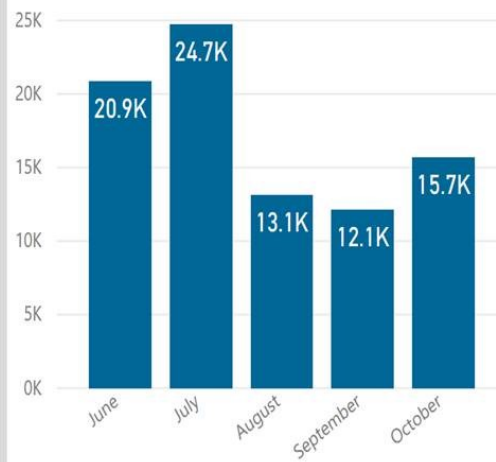
Cases by City Council District



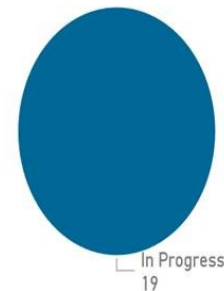
Average Days to Close a Case by Month



Solid Waste (pounds) by Month



Open Cases



Top Ten Neighborhoods

Neighborhood Name	No. of Cases	Council District
Riverside	81	2
Logan	71	1
West Central	71	3
Chief Garry Park	69	1
East Central	68	1
Peaceful Valley	50	2
Cliff-Cannon	39	2
Emerson/Garfield	38	3
East Central	37	2
Latah/Haneman	37	2
Total	605	

DateTime

1/1/2019

10/10/2019

344

BACK

Unlawful Camping - Cumulative Arrests/Citations

Counts of Arrests &/or Citations; also Cumulative Arrest & Citation activity for subjects that have at least one for Unlawful Camping



Count Unique NameDOB

470

Count Unlawful Camping Arrests/Cit

470

#ALL Arrests/Citations by Illegal Campers

Statutes Unlawful Camp/Other

☒ Unlawful Camping

☐ Other

Statute Level

☐ Misd

Record Type

☐ Arrested

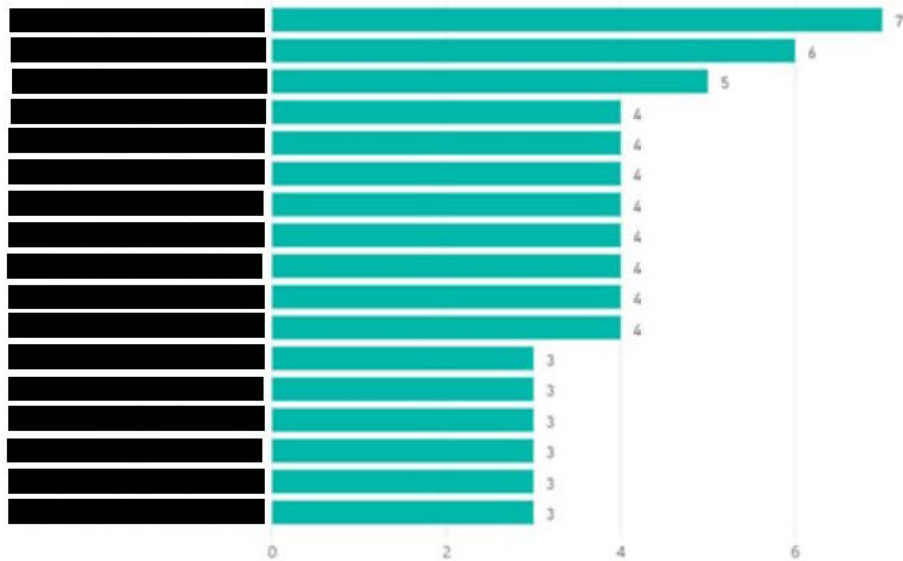
☐ Cited

StatuteDescription ● UNLAWFUL CAMPING ON PUBLIC PROPERTY

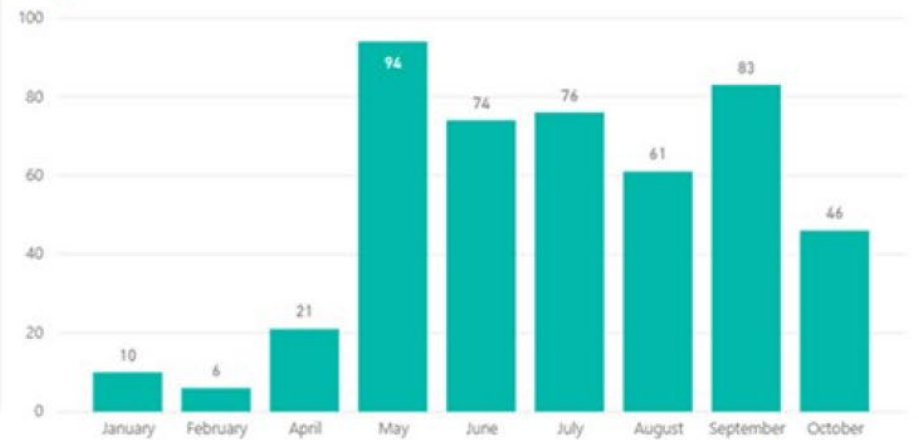
UNLAWFUL CAMPING ON ...

470

Count Unique Unlawful Campers Arrest/Citation Frequency



Year ● 2019



Briefing Paper

Public Safety & Community Health Committee Meeting

Division & Department:	Business and Development Services, Development Services Center
Subject:	Emergency Dispatch has identified address points that are in conflict after the Countywide Addressing Standards were updated.
Date:	November 4, 2019
Contact (email & phone):	Tami Palmquist, 625-6157
City Council Sponsor:	
Executive Sponsor:	Development Services Center
Strategic Initiative:	Safe & Healthy
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of eight street name changes in order to provide consistency with our standards and improve dispatch systems and emergency response operations.

Background/History:

In 2016 the City adopted the Countywide Addressing Standards in order to develop a common countywide standard used by all addressing authorities within Spokane County to reduce addressing conflicts and enhance public safety agencies' abilities to provide emergency response. Public Safety Dispatch Centers are highly reliant on computerized mapping (GIS) and in order for these centers to function effectively and efficiently, standardized addressing is critical for the responders to actually find the address.

The proposed street name changes will permanently fix temporary work arounds that GIS has put in place to provide to closest match when emergency services are dispatched.

Proposals:

1. Rename N. Calkins Drive to E. Calkins Drive between E. Cozza Dr. and N. Standard St. Per Current SMC standards, streets names along a curvilinear path should use one consistent prefix direction according to the primary orientation of the roadway.
2. Rename W. Cliff Avenue to W. Cliff Drive between S. Monroe St. and S. Grand Ave. This roadway is commonly referred to as Dr., and has been for some time. All of the existing addresses are assigned as Cliff Dr. Updating this roadway to be consistent with the addresses accessed along it and common reference nomenclature will bring this into alignment with current the SMC.
3. Rename N. Navaho Drive to an entirely new name altogether, from N. Skyline Drive to N. Wieber Dr. There is an existing Navaho named street (in the same area of Indian Trail) and this roadway name is a duplicate. This will bring the street names into compliance with the current SMC for improvement to dispatch systems and emergency response operations.
4. Rename E. Parkwood Dr. to E. Parkwood Cir. These roadways are designated with a street type of Circle (Cir) and reassigning the one segment will bring it into alignment with existing addresses and still meet the SMC definition of a Circle street type.
5. Rename S. Rockwood Blvd., between 10th Ave and 11th Ave. to E. Rockwood Blvd. Currently there is one half block assigned with a S. prefix direction between two segments of Rockwood with an E. prefix direction. This is a continuous roadway that currently, in the span of 1 block, changes from E. Rockwood Blvd., to S. Rockwood Blvd., back to E. Rockwood Blvd. This is confusing and unintuitive for emergency responders and the proposed changes would bring

the roadways into alignment with the current SMC that curvilinear roadways should not change name or prefix direction.

6. Rename E. 18th Ave. between E. Southeast Blvd. and S. Southeast Blvd. to E. and S. Southeast Blvd. (Perry is the logical cutoff here between the S. and E. designations of Southeast Blvd., so one 18th segment should get S. and two 18th segments should get E.). This is a continuous roadway that currently in the span of 4 blocks changes from E. Southeast Blvd., to E. 18th Ave. to S Southeast Blvd. This is confusing and unintuitive for emergency responders and the proposed changes would bring the roadways into alignment with the current SMC that curvilinear roadways should not change name or prefix direction.
7. Rename E. St Thomas Moore Way to E. St Thomas More Way. It will bring the streets into confirmation with the SMC by having the same street name and spelling used consistently throughout the City.
8. Rename a short segment of Shelby Ridge Street northwest of Summerwood Street in Talon Ridge. The continuation of this street name would cause a duplication of address points. There are no parcels currently addressed off of this segment.

Briefing Paper
City of Spokane
City Office of Emergency Management (OEM)
Department Creation and Budget Allocation Recommendation
FY 2019

Subject:

The City needs to create, staff, and fund an Office of Emergency Management (OEM) to provide full-time resources focused on the needs of our City and citizens to provide preparedness and planning efforts, expedient professional incident response, with leadership and coordination in recovery operations. This office would provide City Division heads greater authority, control, and financial responsibility over their emergency management and business continuity practices; provoke a sense of responsibility, inclusion, and accountability to workers within those areas, and allow active participation in the decision-making process, particularly in areas from which they were likely excluded previously.

Recommendation:

Reallocation of City resources currently budgeted for County GSEM emergency management with additional investment is recommended to provide for this higher level of urban centric emergency management planning, coordination, recovery operations and department support services before, during, and after an emergency event.

Two positions are recommended initially for this new department. One is the OEM Manager and Planner that leads the planning and response efforts and coordinates inputs and resources across all City departments and external partners. This position reports directly to the Mayor and is the chief advisor on matters of emergency management. The second position is a Planner and Grant Coordinator position, that is focused on helping departments create and maintain their continuity of operations and emergency management plans and coordinates and writes grant applications to help fund emergency management initiatives for the City.

Police, Fire, CHHS, Public Works, Communications, Technology, and Facilities would be required to formally designate a part time planner (by name with a back-up) that is at least 25% tasked to the OEM Coordination Group during the first year to assist in building the City's comprehensive emergency plan, continuity and response plans, and developing training and exercises. Technology additionally dedicates Information/Cyber security leadership to monthly planning, training, and exercise development as required.

Police, Fire, CHHS, Public Works, Communications, and Technology dedicate leadership to an Executive Governance and Policy Group for monthly planning, training, and exercise development. During an emergency event, this group would serve as the Mayor's primary advisory panel to help manage the incident and recovery efforts. The recommended governance group would be as follows: SPD Chief Meidl, SFD Chief Brian Schaeffer, Chief Innovation and Tech Officer Finch, Director of Public Works Simmons, Neighborhood Services Director Kinder, CHHS Director Keenan, Civil Service Examiner Amber Richards and Public Safety Designees SFD Deputy Chief Atwood and SPD Business Services Director Isaacson as co-leads.

These are the activities that would be led and staffed by City resources following models seen in other cities such as Tacoma, WA, Salt Lake City, UT and Denver, CO:

- City emergency management coordination and leadership
- Emergency management and continuity of operations planning for urban population centers, City services, and support to our citizens
- Grant writing and submission for City/urban opportunities
- Exercise design and leadership for large City/Urban events (e.g. Bloomsday)
- Emergency declaration and incident command coordination for events that occur in our jurisdiction and/or effect our citizens
- Coordination of emergency event response and recovery to meet City goals
- External communications for events within our jurisdiction
- Ensure synchronization of Public Safety, Public Works, citizen service, and supporting functions of other City departments
- Take lead of post-incident recovery operations freeing up Public Safety resources to return to their normal operations

The ongoing partnership with County GSEM would be created through different MOU(s) related to specific events or joint efforts as required. The City see these ongoing efforts:

- Emergency management coordination with GSEM during large scale, county wide events or disasters
- Exercise participation and coordination of regional assets for Regional scale events (e.g. Bloomsday)
- Coordination of regional critical infrastructure with City input/requirements
- Evacuation planning (focus on major population exfiltration from urban areas)
- Participation in regional communication and education programs and systems
- Spokane Police Department use of the Mobile Command Vehicle for an estimated 30 days use during each year, billed at the State Mobe pricing for the command vehicle (\$600 daily rate + \$2.80/mile).

This recommendation creates the City's Office of Emergency Management utilizing existing funding of approximately \$220,000, dedicating those resources to focus on City specific needs. Technology and Public Works spent approximately \$100,000 each in 2018 in one-time funds or salary that could be leveraged and diverted build greater capacity within the new office. It should be noted that Public Works requirement for Emergency Management planning and recovery is a large and underdeveloped part of the City's emergency planning requirements that necessitates additional resource commitment from that Division. Grant funding opportunities may provide additional resources, but generally will be for specific projects or improvements and not recommended to meet annual budget needs.

Budget Description	Budget Amount
OEM Manager and Senior Planner (FTE)	\$ 120,000
Planner and Grant Coordinator (FTE)	90,000
Facilities, equipment, training, travel (Annual Estimate, 1 st year x2)	30,000
MOU costs for Mobile Command Vehicle call outs (est. 30 days)	25,000
Offset from previous GSEM funding	-220,000
Net Estimated Overage from Existing Budget:	45,000
Total Base Budget Need	\$265,000

Existing divisional budget funding currently one time to be considered for future Emergency Management Office Budgets:	
Public Works – Past effort has exceeded this amount and been a mixture of senior leadership, staff effort, and contracts to HDR for specific planning and mitigation needs. A determination needs to be made on how Public Works contributes to this leadership and planning effort as many emergency events involve a PW response	100,000+
Technology – Past efforts on immediate risk mitigations and Continuity of Operations planning for City departments, with effort on executive decision support tools for emergency response. This one time effort with departments leads to an ongoing need for updates, exercises, and related planning that can be a recommendation for a third position using these dollars in 2020 and future budget years	100,000+

Background:

The existing agreement defers many City responsibilities to Spokane County's Greater Spokane Emergency Management (GSEM) office. The Director of this office is the elected County Sheriff supported by a full-time assistant director and 5-6 staff. There have been challenges for several years in the planning and coordination efforts for City requirements that exceed what the GSEM baseline for services currently is. Reallocation of City resources currently budgeted for County GSEM with additional investment is recommended to provide for this higher level of urban centric emergency management planning, coordination, and department support services.

The top five Threat Scenarios identified by SPD, SFD, and City staff from the All Hazards list in the Comprehensive Emergency Management Plan to date are:

- Major weather or earthquake (act of nature) event with significant impact to citizens and City infrastructure and facilities (e.g. Wind Storm, Ice Storm)
- Major fire event with significant impact to citizens and City infrastructure and facilities (e.g. California wild fires that destroyed dense population areas)
- Cyber-attack that affects critical infrastructure, and/or regional voice or digital communications that create widespread business/agency impact
- Train derailment (HAZMAT spill and closure of north-south traffic across bridges as worst case scenario)
- Terrorist or major security incident during large public events such as Bloomsday, Hoopfest, etc.

Impact Statement

Spokane would not be able to perform the higher level of emergency management planning, response and recovery efforts in support of our citizens without the support of an Office of Emergency Management. Through shared governance, and a focus realizing that Emergency Management is an ongoing process, not a project, Spokane can ready itself based on the core emergency management principles: Preparedness, Mitigation, Response, and Recovery. The primary aim is ultimately to connect every aspect of human talent within the City of Spokane's vast resources to improve the readiness, resilience, and understanding of the relationship between Emergency Management and decisions made in the organization.



JOB DESCRIPTION

JOB TITLE: Director of Emergency Management	REPORTS TO: Mayor	DATE: August 2019
BARGAINING UNIT: Exempt-Confidential	SPN: 818	PAY RANGE: 53

DEPARTMENT PURPOSE

Evaluates, plans, and coordinates emergency preparedness for the City of Spokane's jurisdiction.

POSITION PURPOSE

This position is responsible for ensuring compliance with local, county, state and federal regulations, laws and guidelines related to emergency management. This position will advise City Officials and staff on emergency management issues; ensure necessary training is conducted, and appropriate certifications and/or qualifications are obtained and maintained by City employees.

SUPERVISION EXERCISED

Position possesses substantial independence in the direction of emergency management. This position works independently under direction as established by the Mayor/City Administrator.

The following Responsibilities and Requirements are functions that the individual who holds or desires the position must be able to perform unaided or with the assistance of a reasonable accommodation.

KEY RESPONSIBILITIES

- Evaluate emergency planning, preparedness, and business continuity for the City of Spokane, identify deficiencies and work with the appropriate division to correct deficiencies; ensure that plans are coordinated and integrated and that employees have the training necessary to carry out their designated functions during a disaster.
- Maintain National Incident Management System (NIMS) training compliance.
- Coordinate and train personnel to activate the Emergency Operations Center (EOC) during emergencies and/or disasters.

BEHAVIORAL STANDARDS

As an exempt employee of the City of Spokane, the Director of Budget and Finance is subject to the City's Code of Ethics set forth in Chapter 1.04A of the Spokane Municipal Code. As such, "it is the policy of the City of Spokane to uphold, promote, and demand the highest standards of ethics from all of its employees who shall maintain the utmost standards of responsibility, trustworthiness, integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as a public servant including the appearance of impropriety, and never use their City position, authority or resources for personal gain."

- Ensure that the City and its public safety agencies are party to appropriate local, county, regional, and statewide mutual aid plans/agreements.
- Establish and maintain the City of Spokane's five-year exercise plan and prepare, organize, and coordinate disaster training exercises and drills to test the readiness and effectiveness of plans, policies and procedures; facilitate post-exercise debriefings and critiques.

REQUIREMENTS

Knowledge of:

- Local, county, state and federal laws that pertain to emergency management;
- Emergency planning and preparedness;
- National Incident Management System (NIMS) training and compliance;
- Local, County, Regional, and Statewide mutual aid plans/agreements;
- Principles of supervision, training and performance feedback.

Ability to:

- Incorporate regulations and other industry standards into emergency management program activities, ensuring regulatory compliance;
- Operate office equipment and programs including, but not limited to, Microsoft Office Suite, emergency notification systems, and incident management applications;
- Compose clear, concise, and accurate communication via email, websites, and other external communications specific to emergency management both orally and in writing;
- Work cooperatively with others and develop/maintain relationships with schools, hospitals, faith-based organizations, and the business community to encourage emergency preparedness and disaster recovery planning in concert with City of Spokane emergency management planning;
- Manage the Emergency Management Program budget and make budget recommendations to the Mayor;
- Meet deadlines and work under pressure;
- Work under pressure to manage priorities effectively;
- Complete work projects in a thorough and timely manner;
- Self-start, work independently, multi-task and produce quality, detail-oriented work;
- Understand and follow directions from supervisor, work rules, policies and procedures;
- Engage courteously and professionally with public officials, citizens, contractors, vendors, supervisor, and other employees;
- Work a full-time schedule, and occasionally may need to be available outside of regular business hours to attend meetings or assist with coordination during an emergency or disaster.

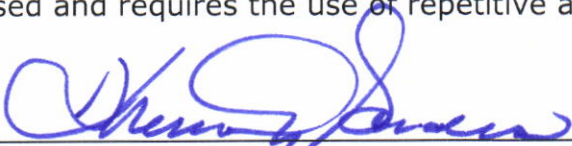
MINIMUM QUALIFICATIONS

Any combination equivalent to the experience and education that would likely provide the relevant knowledge and abilities would be qualifying. Generally this will include:

Graduation from a four-year college or university with a major in public administration, public safety, emergency management, homeland security or related field. Three (3) years of experience in emergency management, disaster preparedness, public safety or related field. Valid driver's license at time of employment. Preferred experience working in: urban public safety planning; public-safety focused role for a large community (i.e. 200,000+ residents); in public outreach, education and communications; operating two-way radios (direct), and other radio-based communication systems.


WORKING CONDITIONS

Work is conducted primarily in an office setting, and occasionally outdoors, in inclement weather, to visit field exercise and disaster sites. It involves frequent attendance at meetings to include some irregular hours and potentially out-of-town travel. Incumbents in this classification are expected to communicate verbally, in person, and by telephone. A computer terminal is used and requires the use of repetitive arm-hand movements.



Theresa M. Sanders, City Administrator

8/15/2019
Date



Christine Cavanaugh, Human Resources Director

8/15/2019
Date

Action Plan Development of City of Spokane Office of Emergency Management

Action One: Create a budget neutral City Office of Emergency Management (OEM)

To provide proactive integrated response to emergencies for the citizens of Spokane, the 2020 budget proposes a City Office of Emergency Management that focuses on the unique needs of urban emergency response. A total budget of ~\$250K that was previously paid to the County for services would be utilized.

Action Two: Develop the job description and begin interviews

The job description (attached) was developed by Human Resources and vetted by the City's Public Safety Chiefs. The job description aligns with those of many other jurisdictions in the state. Two candidates were considered, one was interviewed by Human Resources, the City Administrator, the Fire Chief and the Police Chief and recommended for hire.

Action Three: Budget approval and hire

If budget is approved an offer will be extended immediately to begin January 1, 2020. The position will be an appointment of the incoming administration and will sit in the Mayor's office to best serve the City across the organization. Primary focus in the early months will be Public Safety & Public Works. In future years (see briefing paper recommendations) additional investment may be desired.

Action Four: Develop and execute an integrated plan

It is estimated that the plan would be developed in Q1 2020 with work on developing an integrated response to the plan document to continue over the course of 2020 and beyond. Part of that integration will be enhancing our continued partnership with Spokane County and other jurisdictions on large-scale, multi-jurisdictional emergency response and related needs.

Action Five: Develop enhanced and sustainable funding for emergency management activity

The investment in urban planning for emergency services will allow the City an opportunity to directly pursue grant funding for our many Public Safety and Public Works needs related to emergency response. Currently those funding sources are only available to and allocated by the County.

Action Six: Achieve 'center of excellence' status for City of Spokane OEM.

Although it is a best practice for urban areas to have their own OEM focus, the City of Spokane is well behind in this effort. Our goal is to become the City that others in the state look to when defining best practices – a 3-5 year effort. For reference, below are the Cities in Washington with their own OEM programs including our comparables - Tacoma, Vancouver, Everett, and Seattle. (County organizations more typically serve rural or unincorporated areas and small jurisdictions.)

City of Auburn
City of Bellingham
City of Bellevue

City of Bothell
City of Centralia
City of Ellensburg

City of Everett
City of Federal Way
City of Issaquah
City of Kent
City of Kirkland
City of Lacey
City of Lakewood
City of Maple Valley
City of Mercer Island
City of Monroe
City of North Bend
City of Puyallup

City of Redmond
City of Renton
City of SeaTac
City of Shelton
City of Seattle
City of Shoreline
City of Snohomish
City of Tacoma
City of Tukwila
City of Vancouver
City of Wenatchee
City of Woodinville

ORDINANCE NO. C-_____

An ordinance codifying the Spokane Municipal Court's establishment of the Spokane Municipal Community Court, Spokane Veterans Court, and Spokane Municipal DUI Court as permanent programs of the Municipal Court; enacting a new chapter 05A.18 of the Spokane Municipal Code, entitled "Problem Solving Therapeutic Courts".

WHEREAS, state law not only allows, but encourages, all trial courts, including the Municipal Court, to form therapeutic courts, one type of which is exemplified by the Spokane community court, pursuant to RCW 2.30.030

WHEREAS, the Spokane Municipal Court established a community court program in 2013 with a grant from a Community Court grant in a joint effort of the Center for Court Innovation (CCI) and the U.S. Department of Justice's Bureau of Justice Assistance (BJA) to advance community justice by supporting the creation and enhancement of community courts and restoring public confidence in justice; and

WHEREAS, this "problem-solving therapeutic court" has had significant success in its work in the Downtown Core; and

WHEREAS, the success of the Community Court depends upon the voluntary work and interaction between defendants, court personnel, law enforcement, service providers and community organizations; and

WHEREAS, the Spokane Municipal Court established a Veterans Court program which has operated since 2012, modeled after the Spokane County Veteran's Therapeutic Court; and

WHEREAS, this "problem-solving therapeutic court" has had significant success in its work with Veterans; and

WHEREAS, the success of the Veteran's Court depends upon the voluntary work and interaction between defendants, court personnel, and Veterans Assistance; and

WHEREAS, the Spokane Municipal Court established a Driving Under the Influence ("DUI") Court program since 2018, subsequently funded by a Washington Traffic Safety Commission grant; and

WHEREAS, this "problem-solving therapeutic court" has had significant success in its work with DUI offenders; and

WHEREAS, the success of the DUI Court depends upon the voluntary work and interaction between defendants, court personnel, law enforcement, and treatment providers; and

WHEREAS, the City Council recognizes the history of success and the ongoing potential of the Community Court, Veteran's Court, and DUI Court to continue the transformation of the Spokane municipal justice system from the traditional punitive model to a therapeutic/problem solving model, resulting in superior justice outcomes for the offender and the community and therefore wishes to codify the framework in order to preserve the Community Court, Veteran's Court, and DUI Court structures as permanent components of our Municipal Court services into the future.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 05A.035 of the Spokane Municipal Code to read as follows:

Chapter 05A.18 Spokane Municipal Therapeutic Courts

Section 05A.18.010 Purpose and Intent

Pursuant to, and as authorized by RCW 2.30.010 the legislature recognizes the inherent authority of the judiciary under Article IV, Section 1 of the Washington State Constitution to establish therapeutic courts.

It is the purpose of this ordinance to codify the Spokane Municipal Court's previous establishment of its various therapeutic/problem solving courts, with the intent of supporting the Court's and City of Spokane's ongoing criminal justice reform efforts; including the best practices implementation of nationally recognized programs, evidence based sentencing, reduction in misdemeanor incarceration via the focused use of jail alternatives, evidenced based behavioral change programming, the use of advanced information system technologies to define, structure, and measure outcomes, and partnerships with community based social service resources.

Section 05A.18.020 Therapeutic Court Established

Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Community Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the community court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a Veterans Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the Veterans Court Core Team as defined by associated Court's Policies and Procedure Manual and endorsed by the Center for Court Innovation.

Pursuant to, and as authorized by, RCW 2.30.030, the Court's previous establishment of a DUI Court as a program within the Municipal Court is hereby codified as presently constituted, including a docket separate from other criminal matters, operating in accordance with the policies and procedures established by the DUI Court core team as defined by associated Court's Policies and Procedure Manual and endorsed by the Washington Traffic Safety Commission.

Section 05A.18.030 Budgetary Support

Beginning in FY 2020, the City shall provide adequate funding each year in its normal budget process to continue operations of the various City departments and programs, including the Municipal Court, which provide services and resources to the Spokane Municipal therapeutic/problem solving courts, to be supplemented by any grant funding received for operations of the of one or all of those court programs.

Section 2. That there is enacted a new section 05A.011.005 of the Spokane Municipal Code to read as follows:

Section 05A.11.005 Sentencing Policy of the City of Spokane

The City of Spokane Office of the City Attorney and the Municipal Court shall pursue sentences and dispositions that are most likely to protect crime victims and other community members from future recidivism of the person sentenced by the Municipal Court. This sentencing could include the criminogenic needs, responsivity and threat of the person sentenced. The sentencing and supervision through Probation could include the use of evidence based psychological instruments and data regarding disposition alternatives.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT