### PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING AGENDA FOR MONDAY, FEBRUARY 3, 2020 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 February 3, 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

- January 2020 PSCHC Meeting
- III. <u>Reports/Updates Briefing Papers Only, No Discussion</u>
  - 1. OPO Monthly Update December 2019
  - 2. Sit & Lie Enforcement Update (SPD)
  - **3.** Photo Red Update (SPD)
  - 4. February Strategic Initiatives Report (SPD)

# IV. Consent Agenda – Briefing Papers Only, No Discussion

- 1. Building Code Clean-Up Amendments (Development Services Center)
- 2. Workers Compensation Claims Management System (IT)
- **3.** Pete Lien and Sons- Value Blanket for High Calcium Quicklime Purchase for the WTE (Public Works Division Solid Waste Disposal)
- **4.** Knight Const.- Contract Extension With Cost for Mechanical Repairs at the WTE (Public Works Division Solid Waste Disposal)
- 5. ILA for Joint Use of Public Safety Building (SPD)
- 6. ILA for Funding Mental Health Court (City Legal)
- 7. ILA for Joint Services for Law Enforcement (SPD)
- 8. HP-CMV- High Priority Program Commercial Vehicle FY20 Grant FMCSA-DOT (SPD)
- 9. WASPC Equipment Grant FY20-State & Community Hwy Safety (SPD)
- **10.** 2019-2020 Warming Centers 527 S Cannon Improvements (CHHS)
- 11. Waterworks Brass Annual Value Blanket Orders (Public Works)
- **12.** Coiled Pit Setter Meter Boxes Annual Value Blanket (Public Works)
- **13.** Butterfly Valves Annual Value Blanket Order (Public Works)
- **14.** Extension of Value Blanket for Structural Firefighting Turnouts (SFD)

### VI. Strategic Plan Session – Safe & Healthy

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

# VII. Discussion Items

- 1. Staff Requests
  - NONE
- 2. Council Requests
  - Downtown Precinct Update CM Kinnear (5 minutes)
  - Warming Center Update CM Kinnear (10 minutes)
  - CCB Office Space Discussion CM Mumm (10 minutes)
  - SPD Facilities Discussion CM Kinnear (10 minutes)
  - Noise Ordinance Discussion CM Kinnear (15 minutes)
  - Justice Task Force Jail Recommendation CP Beggs (10 minutes)

# VIII. State Legislative Update

• NONE

# IX. Adjournment

# Next Committee meeting will be held on March 2, 2020

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 <u>msteinolfson@spokanecity.org</u>. 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 – January 6, 2020

### Call to Order: 1:15 PM

#### Attendance:

**PSCHC Members Present:** PSCHC Chair CM Kinnear; CP Beggs; CM Cathcart; CM Stratton; CM Burke; CM Mumm

**Staff/Others Present**: SPD Chief Meidl, Assistant Chief Lundgren, Major Kevin King, Major Eric Olsen, SFD Chief Schaeffer, Assistant Chief Atwood, Police Ombudsman Logue, Mike Ormsby, Eric Finch, Mike Lopez, Patrick Striker, Erik Poulsen, Jason Ruffing, Carly Cortright, Kristen Gable, Andrew Rowles, Jeff Humphrey, Kristen Gable, Dan Sigler, Scott Simmons, Mary Muramatsu, Luis Garcia, Jake Hensley, Mark Starr, Matt Santangelo, Angie Napolitano, Jeff Humphrey

**Approval of December 2, 2019 minutes:** Motion to approve by CP Beggs; M/S by CM Mumm. The committee approved the minutes from the December 2, 2019 PSCHC meeting unanimously.

#### **CONSENT AGENDA ITEMS**

#### Monthly Reports:

- 1. OPO Monthly Report November 2019
- 3. Sit & Lie Enforcement Update (SPD)
- 4. Photo Red Update (SPD)
- 5. January Strategic Initiatives Report (SPD)

#### **Consent Agenda Portion:**

- **1.** SBO for WASPC Mental Health Subrecipient Award (SPD)
- 2. Purchase Approval for 3 LifePak 15 Defibrillators (SFD)
- **3.** Purchase Approval for 3200 Gallon Flusher Truck (Public Works; Fleet Services)
- **4.** Annual Value Blanket Order for 2" Reduced Pressure Backflow Prevention Assemblies (Public Works; 4100 Water & Hydroelectric Services Department)
- **5.** Contract for Refractory Installation and Sandblasting at the WTE (Public Works Division; Solid Waste Disposal)
- **6.** Purchase Approval for In-Ground Scale Replacement at the Northside Landfill (Public Works Division; Solid Waste Disposal)

### STRATEGIC PLANNING SESSION

### Strategic Priority: Integrated 911/Dispatch

NONE

#### **Strategic Priority: Integrated Response**

Mental Health Crisis Stabilization Center Update – Ariane Schmidt (20 minutes)

Ms. Schmidt was out sick and will present on this topic at next month's PSCHC meeting.

### **Strategic Priority: Criminal Justice Reform**

### 2020 Goal Setting – CM Beggs (10 minutes)

CP Beggs gave a brief update on the jail task force and some of the initiatives they are working on. CP Beggs mentioned that they have a jail task force meeting this Wednesday. The jail task force is made up of 30-35 people from all over the county that are working on priorities. CP Beggs gave a brief overview of some of the task force's top priorities. First, he mentioned that pre-trial supervision is one of their top priorities. At the next meeting, a consultant will be presenting on the amount of jail beds the city and county needs. CP Beggs said that an upcoming strategy is a pre-booking release center, which is a building that's open 24/7 where police can pull up and get an immediate assessment as to whether the person being booked will be released. CP said they will ask the state legislature to help fund a diversion center for people coming out of jail or at risk of going to jail. They are looking for 40 beds. They are getting money for true bloods. They would like to see more coordination at the EnVision Center. CM Mumm wanted to hear from Chief Meidl about how he views these programs. Chief Meidl said he likes programs that are effective and keep the community safer. He said what he's heard is that a lot of the success depends on the community buying in as well as the programs creating proper funding. CM Kinnear asked what Chief Meidl's officers would think about some of these diversion programs. Chief Meidl said that he knows that Captain Singly likes community court, but noted that when you do too much you can dilute the effectiveness of alternative programs. CM Mumm asked whether failure to appear is currently a high-priority issue. Chief Meidl said that it is and that there needs to be a consequence if they don't show up. CM Mumm asked if there are specific effective consequences that could get folks to appear. CM Mumm asked Chief Meidl to relay any information he is getting from WASPC on this topic. CM Kinnear wanted to note that she would like to see measurable data from communities who have done similar types of programs. CP Beggs said they are getting those measurable outcomes and also noted that all of these initiatives are mostly supported by law enforcement. CM Kinnear asked if there are benchmarks for these program's success. CP Beggs said measuring return to court would be a good measure. Major King and Major Olsen agreed that these were good ideas but that there need to be sure we are holding people accountable for misdemeanor offenses. CP Beggs mentioned that the pre-booking release center would get people in front of a judge who aren't getting in front of one currently.

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

NONE

### **DISCUSSION ITEMS**

### Staff Requests:

### Special Events Update – Carly Cortright (15 minutes)

Ms. Cortright mentioned that they are looking at making a change to the application for special events, which would require an ordinance change. She gave a brief update where she noted that the current

application fee is \$50 and other fees may be needed depending on needs of the event (Fire or Electrical inspection, Traffic Control plan review, etc.). She said that the application is intended to offset some of the staff cost involved in reviewing and coordinating events. Last year, staff made a recommendation to change the fee so that it is based on the size of the event instead of a flat fee. SMC Section 10.39.090 would need to be amended in order to adopt the new recommendation. This recommendation would also need to go to the Park Board. Ms. Cortright said that the cost recovery model would also need to be adjusted. Currently, the three larger events (Bloomsday, Hoopfest, and Pig Out) pay a 60%/40% cost split. 75% of events do pay full cost. For some community events (e.g. Lilac Parade), the City does not require them to pay them back. Hoopfest is the biggest cost to the City. The City recovered 39% of the cost associated with public safety. In 2019, the City received 212 special event applications. Only 28 of these required public safety (primarily police) presence. 21 of those 28 were billed for at least a portion if not all of the cost. CM Kinnear asked how police are being smarter about how much staff they are assigning to some of these events. Chief Meidl said they have reviewed historical needs and are figuring out how to be efficient while still keeping the community safe. Carly said that staff is still looking at seeking cost recovery but considerations must be made. Unintended consequences: if cost recovery is completely waived, events will be driven from Riverfront Park to downtown streets. Staff wants Council to recognize the economic impact of big events like Hoopfest. Ms. Cortright said that they want to make sure there are clear standards for all events while recognizing the economic impact of some. CM Kinnear wanted to clarify that a lot of the organizations that are non-profits collect entry fees to their events. Ms. Cortright gave an overview of some potential solutions, which included: 1) suspending the parking meter holidays and use those funds to offset some of the special event costs; 2) City recovers about 40% currently, and so in addition to suspending parking meter holidays they could charge all events, regardless of size, 50% across the board. CM Cathcart asked if the City has data to show whether there is any revenue uptick downtown on those holidays when the parking meter don't need to be plugged. Ms. Cortright said they currently do not. CM Mumm wanted to know if campaigns will need to apply. Ms. Cortright said they do. CM Kinnear asked if campaigns could be required to pay in advance. Ms. Cortright said that would be reasonable to her. CM Cathcart asked what happens when campaigns come and are not using public amenities. Chief Meidl said that the Secret Service usually reaches out to SPD. Ms. Cortright noted that she would really like to work with Council – perhaps through a sponsor – to get these changes accomplished. CM Kinnear and CM Mumm agreed to co-sponsor these changes.

#### CHAS Dental Clinic Update – Karin Janssen (15 minutes)

Ms. Janssen presented some renderings of what the CHAS Dental Clinic will look like. She said they are going out to bid on Jan 15. They plan on bringing the result to City Council August 17<sup>th</sup>. The construction cost estimate is \$1.5 -1.55M. Total project cost estimate is \$1.7-1.75M. The projected SIP amount is \$465,000-515,000. CM Kinnear noted that these numbers are what were anticipated.

#### Council Requests:

#### Fire Fuel Mitigation Pilot Discussion – CM Kinnear (15 minutes)

CM Kinnear noted that she has collaborated Chief Schaeffer to put together a pilot using livestock to get rid of underbrush that can be dangerous fire fuel. Chief Schaeffer said that this started when a citizen called CM Kinnear about some underbrush that she acutely recognized would serve as fuel in the case of a fire. Chief Schaeffer noted that hand crews are extremely expensive. He thoroughly researched this and Parks and Urban Forestry is on board. CM Kinnear noted that next steps is for Parks to identify locations in each districts to be part of this pilot. CM Stratton asked if the goats the will use make noise. Erik Paulsen said that he owns goats and that they don't make noise. CM Kinnear said that the people who rent the goats have a herder. CM Mumm wanted to let Chief Schaeffer know that she is willing to work with him to go to the County to get a long term funding from County conservation futures.

#### Downtown Police Precinct Update – CM Kinnear (10 minutes)

Mayor Woodward pointed out that City Administrator Crago is here today. She updated the council on the plan to move the police precinct from the Intermodal center to the downtown core. Mayor noted that they want to be a leader in community policing. Mayor is convening a workgroup on moving the precinct and asked CM Kinnear to be a part of that work group. CM Burke asked what kind of outcomes the Mayor is looking for. The Mayor responded that a visible presence downtown will help those who live, work, and play downtown to feel more safe and secure. CM Burke asked if there would be specific outcomes. Mayor said they have further to go to get crime to go down downtown. Major King noted that having SPD closer to the hotspots will make a big difference. CM Cathcart asked when, ideally, she would like to see the precinct moved. Mayor said as soon as possible, in a perfect word, in the first 90 days. CM Stratton said that she supports this, but would like to have a conversation about the Intermodal itself – especially as it relates to a process for the way border patrol operates at that location. Mayor noted that she has had conversations with CM Kinnear about the future use of the Intermodal. CM Mumm asked if she could see a proforma of the financials associated with moving the precinct, as well as parking for police vehicles. CP Beggs noted that CM Kinnear and he met with DSP today, who expressed frustration that police are not out community policing downtown. CM Stratton noted that the COPS program could be incorporated into the community policing model. CM Mumm noted that at the time the Intermodal center was suggested, it was pitched that it was close to a hotspot, and asked how we will deal with that. Chief Meidl said that mostly the hotspots downtown are in the core. Chief Meidl noted that the timing is good because with new SPD officers coming on soon, they wouldn't fit in Intermodal. Chief Schaeffer noted that in the previous administration, SFD had planned to move Fire Station 1 staff temporarily to the Intermodal – he wanted to keep that on everyone's mind.

**Resolution Regarding Fair Market Rent for CCC Office Space Provided to SREC – CM Beggs (15 minutes)** CP Beggs invited City Attorney Ormsby up to talk about the complexities of this issue. Mr. Ormsby said that there are two issues 1) we need to come up with allocations of apportionments for the space that the City shares with SREC 2) we need to identify what is the ownership of the equipment that's in that office. Mr. Ormsby noted that the County probably leases to the City 5 or 6 times more square footage that the City leases to them. If we want to charge fair market rent for the spaces we lease to the City, the County might want to re-asses what they charge us.

State Legislative Update: NO UPDATE NECESSARY

#### **ADMINISTRATION REQUESTS:**

NONE

#### Action Items: NONE

#### Executive Session: NONE

**<u>Adjournment</u>**: CM Kinnear adjourned the meeting at 2:28 PM. The next PSCHC meeting will be held Monday, February 2, 2020.

Attachments/Briefing Papers: CHAS Dental Clinic Update Fire Fuel Mitigation Pilot Discussion

#### 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

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

January 8, 2020

# Public Safety & Community Health Committee Report

Reporting Period: December 1-31, 2019

	Snapshot of Activities	Monthly	Year to Date
Community C	Dutreach		
OPO	Total community events and meetings	2	61
OPOC	Community outreach / activities	0	45
Commendati	ons	0	8
Complaints			
	Received complaints	2	77
	Referred complaints	14	158
Contacts		63	1294
Case Review			
	Request for further investigation	1	28
	Investigations certified / concurred	12	121
	Declined certifications	0	1
	Special cases reviewed	17	203
Interviews			
	OPO interviews	5	152
	Internal Affairs interviews	4	65
Training		0	27
Critical Incide	ents	0	5
Mediations			
	Recommended	0	3
	Conducted	0	3
	Declined	0	0
Recommenda	Recommendations		4
<b>Other Activit</b>	Other Activities		
SPD Related	Meetings / contacts	16	379
	Review boards / D-ARP's	3	20
	Closing meetings	0	2

# 1. Outreach

# a) OPO

- i. Kids with Cancer Holiday Party (12/7)
- ii. Presentation at the Exchange Club (12/12)
- b) **OPOC Actions** Commissioners attended the following event

# 2. Commendations / Complaints

# a) Received Complaints

- i. **OPO 19-85 Inadequate Response / Demeanor:** Complainant alleges that the responding officer wrote a report for a vicious dog on the complainant instead of a harassment report on the complainant's neighbor, which was the initial request for assistance.
- ii. **OPO 19-86 Other:** Complainant stated that they saw and heard prowlers on their property and when there was a knock on the door with no announcement it was the police.
- b) Referrals
  - i. **IR 19-141** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - ii. **IR 19-142** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - iii. **IR 19-143** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - iv. **IR 19-144** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - v. **IR 19-145** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - vi. **IR 19-146** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - vii. **IR 19-147** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - viii. **IR 19-148** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - ix. **IR 19-149** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - x. **IR 19-150** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - xi. **IR 19-151** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - xii. **IR 19-152** Concerns with activity done by the police involving members of the citizen's family; SPD/IA
  - xiii. **ER 19-153** Citizen alleges that they were detained for 2+ hours by Park Rangers and believes it was excessive; Parks and Recreation
  - xiv. **IR 19-154** Concerns with activity done by the police involving members of the citizen's family; SPD/IA

(IR 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 154 submitted by 1 citizen. Complaints were similar in nature but different)

### 3. Case Review

- i. C19-100 / OPO 19-76 Investigation certified
- ii. **C19-099** Investigation certified
- iii. C19-094 / OPO 19-72 Investigation certified
- iv. C19-091 / OPO 19-71 Investigation certified
- v. C19-090 Investigation certified
- vi. C19-098 Investigation certified
- vii. C19-097 / OPO 19-74 Investigation certified
- viii. C19-096 Investigation certified
- ix. C19-070 / OPO 19-89 Requested further investigation/Certified
- x. C19-093 / OPO 19-73 Investigation certified
- xi. C19-096 Investigation certified
- xii. C19-078 / OPO 19-61 Investigation certified

### 4. Special Cases Reviewed

- i. <u>8</u> Use of Force
- ii. <u>3</u> Pursuit
- iii. <u>5</u> Collision
- iv. <u>1</u> K9 Deployment

### 5. Activities

- a) OPO staff members participated/engaged in the following other activities:
  - i. Leadership Spokane (12/10)
  - ii. Leadership Spokane (12/12)
  - iii. Biweekly IA Meeting (12/12)
  - iv. Meet with Class Leadership Spokane (12/13)
  - v. Jonah Project (12/14)
  - vi. Deadly Force ARP (12/18)
- b) SPD related
  - i. 15 meetings/contacts with IA
  - ii. <u>18 meetings/contacts with SPD</u>
- c) OPO met with/had contact with OPO Commissioners/staff:
  - i. Commissioner Rose on (12/10, 12/11, 12/16)
  - ii. Commissioner Smith on (12/24)
  - iii. Commissioner Kelley (12/10, 12/11)
  - iv. Legal Counsel Hession (12/16)
- d) OPO met with/had contact with City Council members/staff:
  - i. Council Member Stratton (12/9, 12/10, 12/11)
  - ii. Council Member Burke (12/10)
  - iii. Council President Elect Beggs (12/11, 12/12)

### 6. Next Steps

- a. Use of Force Closing Report
- b. Annual Report for 2019

# Sit and Lie Arrests (Redacted)

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

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

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	4/18/2016	13:03	Cite/Release
	5/18/2016	12:38	Cite/Release
	5/18/2016	12:30	Cite/Release
	6/25/2016	7:44	Cite/Release
	7/11/2016	14:15	Cite/Release
	7/23/2016	12:33	Cite/Release
	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
	10-16-27	1142	Booked
	10-9-17	1139	Cite/Release
	10/7/17	1532	Cite/Release
	10/18/17	0914	Booked
	10/17/17	0904	Cite/Release
	10/18/17	1232	Booked
	10/20/17	0703	Cite/Release

40/04/47		- 40		
10/21/17		742	Booked	
10/23/17		812	Booked	
10/27/17		919	Cite/Rele	
10/28/17		007	Cite/Rele	
10/29/17		722	Cite/Rele	
10/29/17		744	Booked	
10/29/17	14	415	Cite/Rele	
11/2/17	0	835	Cite/Rele	
11/4/17	10	016	Cite/Rele	ase
 r				
11/4/17	10	037	Cite/Rele	
11/4/17		153	Cite/Rele	
11/15/17	0	938	Cite/Rele	
11/17/17	10	023	Booked	k
11/17/17	10	029	Booked	t de la companya de l
11/19/17	0	958	Cite/Rele	ase
11-22-17		1	023	Cite
11-22-17		1	041	Cite
11-23-17		0	711	Cite
11-23-17		0	721	Cite
11-23-17		0	854	Cite
11-23-17		0	856	Cite
11-23-17		0	858	Cite
11-23-17		1	001	Cite
11-23-17		1	007	Booked
11-24-17		1	054	Cite
12-1-17		1	106	Cite
12-2-17		0	918	Cite
12-3-17		1	230	Cite
12-4-17		0	920	Cite
12-5-17		1	149	Cite
12-8-17		1	207	Cite
12-9-17		0	812	Cite
12-13-17		0	810	Cite
12-13-17		0	917	Booked
12-13-17		1	541	Cite
12-14-17		0	914	Cite
12-21-17		1	028	Cite
12-23-17		1	138	Cite
12-29-17		0	920	Cite
12-29-17		1	737	Cite

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

2-15-18	1212	Cite
2-23-18	0911	Cite
2-24-18	1340	Cite
2-26-18	0739	Cite
2-26-18	0742	Cite
2-26-18	0801	Cite
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2-26-18	1413	Cite
3-3-18	1532	Cite
3-3-18	1533	Cite
3-5-18	1224	Cite
3-14-18	1517	Cite
3-18-18	0917	Cite
3-18-18	1052	Cite
3-24-18	0911	Cite
3-29-18	1336	Cite
3-30-18	0921	Cite
3-30-18	0923	Cite
4-1-18	0729	Cite
4-2-18	0735	Cite
4-2-18	0757	Cite
4-2-18	1117	Cite
4-2-18	1207	Cite
4-5-18	1830	Cite
4-6-18	0728	Cite
4-7-18	0730	Cite
4-7-18	0732	Cite
4-12-18	0911	Cite
4-12-18	1610	Cite
4-13-18	1430	Booked
4-14-18	1157	Cite
4-21-18	1142	Cite
4-21-18	1148	Cite
4-25-18	0806	Cite
4-25-18	0934	Cite
4-26-18	1201	Booked
4-27-18	1227	Cite
4-27-18	1438	Cite
4-30-18	1054	Cite
5-1-18	0926	Cite
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Image: Solution of the second secon			
5-2-18         0929         Cite           5-3-18         0920         Cite           5-3-18         0922         Cite           5-3-18         0937         Cite           5-3-18         0937         Cite           5-3-18         0937         Cite           5-3-18         1655         Booked           5-3-18         0844         Cite           5-3-18         0958         Cite           5-3-18         0958         Cite           5-10-18         0909         Cite           5-12-18         0912         Cite           5-12-18         1231         Cite           5-13-18         0945         Cite           5-16-18         1144         Cite           5-20-18         1054         Cite           5-20-18         0940         Cite           5-20-18         1013         Cite           5-22-18	5-1-18	0930	Booked
S-3-18         0920         Cite           S-3-18         0922         Cite           S-3-18         0937         Cite           S-3-18         1655         Booked           S-3-18         0844         Cite           S-3-18         0843         Cite           S-5-18         0844         Cite           S-8-18         020         Booked           S-8-18         020         Booked           S-10-18         0999         Cite           S-12-18         0912         Cite           S-12-18         1231         Cite           S-12-18         1231         Cite           S-12-18         1231         Cite           S-12-18         1231         Cite           S-13-18         0945         Cite           S-13-18         0945         Cite           S-13-18         0940         Cite           S-13-18         0940         Cite           S-20-18         0917         Cite           S-20-18         1129         Cite           S-20-18         1130         Cite           S-22-18         1013         Cite           S-22	5-2-18	0927	Cite
5-3-18         0922         Cite           5-3-18         0937         Cite           5-3-18         1655         Booked           5-3-18         0844         Cite           5-5-18         0844         Cite           5-5-18         0843         Cite           5-3-18         0958         Cite           5-10         0909         Cite           5-10-18         0909         Cite           5-12-18         0912         Cite           5-12-18         0912         Cite           5-12-18         0912         Cite           5-12-18         1144         Cite           5-13-18         0945         Cite           5-13-18         1054         Cite           5-13-18         1144         Cite           5-20-18         1129         Cite           5-20-18         1129         Cite           5-20-18         1129         Cite           5-22-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1015         Cite           5-22-18         1016         Booked           5-22-	5-2-18	0929	Cite
5-3-18         0937         Cite           5-3-18         1655         Booked           5-3-18         0844         Cite           5-8-18         0843         Cite           5-8-18         0843         Cite           5-8-18         0909         Cite           5-9-18         0958         Cite           5-9-18         0912         Cite           5-10-18         0912         Cite           5-12-18         0912         Cite           5-12-18         0912         Cite           5-12-18         1231         Cite           5-12-18         1231         Cite           5-12-18         1054         Cite           5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         1129         Cite           5-20-18         1129         Cite           5-22-18         1013         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-22-18         1016         Booked           5-22-18         1016         Booked           5	5-3-18	0920	Cite
S-3-18         1655         Booked           S-8-18         0844         Cite           S-8-18         0200         Booked           S-8-18         1200         Booked           S-9-18         0958         Cite           S-9-18         0909         Cite           S-12-18         0912         Cite           S-12-18         0912         Cite           S-12-18         0945         Cite           S-13-18         0945         Cite           S-13-18         0945         Cite           S-13-18         0945         Cite           S-10-18         1144         Cite           S-20-18         0947         Cite           S-20-18         0940         Cite           S-20-18         129         Cite           S-20-18         1129         Cite           S-20-18         1013         Cite           S-20-18         1013         Cite           S-22-18         1013         Cite           S-22-18         1013         Cite           S-22-18         1010         Cite           S-22-18         1016         Booked <t< td=""><td>5-3-18</td><td>0922</td><td>Cite</td></t<>	5-3-18	0922	Cite
5-5-18         0844         Cite           5-8-18         0843         Cite           5-9-18         0958         Cite           5-9-18         0958         Cite           5-9-18         0999         Cite           5-9-18         0999         Cite           5-10-18         0990         Cite           5-12-18         0912         Cite           5-12-18         0945         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-10-18         1044         Cite           5-13-18         0945         Cite           5-14         1054         Cite           5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         1129         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-22-18         1015         Booked           5-22-1	5-3-18	0937	Cite
S-8-18         0843         Cite           5-8-18         1200         Booked           5-9-18         0958         Cite           5-10-18         0909         Cite           5-12-18         0912         Cite           5-12-18         0912         Cite           5-12-18         1231         Cite           5-12-18         1231         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         1139         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1256         Cite           5-28-18         1354         Cite <t< td=""><td>5-3-18</td><td>1655</td><td>Booked</td></t<>	5-3-18	1655	Booked
5-8-18         1200         Booked           5-9-18         0958         Cite           5-10-18         0909         Cite           5-12-18         0912         Cite           5-12-18         0912         Cite           5-12-18         0912         Cite           5-12-18         1231         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-13-18         0940         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         1129         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1015         Cite           5-26-18         1130         Cite           5-26-18         1130         Cite           5-26-18         1015         Cite           5-28-18         1055         Cite           5-28-18         1055         Cite <td< td=""><td>5-5-18</td><td>0844</td><td>Cite</td></td<>	5-5-18	0844	Cite
5-9-18         0958         Cite           5-10-18         0909         Cite           5-12-18         0912         Cite           5-12-18         1231         Cite           5-12-18         1144         Cite           5-16-18         1144         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         129         Cite           5-20-18         1129         Cite           5-20-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1010         Cite           5-22-18         1010         Cite           5-22-18         1010         Cite           5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1256         Cite           5-29-18         0941         Cite <td< td=""><td>5-8-18</td><td>0843</td><td>Cite</td></td<>	5-8-18	0843	Cite
5-10-18         0909         Cite           5-12-18         0912         Cite           5-12-18         1231         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-13-18         0945         Cite           5-13-18         1144         Cite           5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         1129         Cite           5-20-18         1013         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1012         Cite           5-22-18         1010         Cite           5-22-18         1010         Cite           5-22-18         1010         Cite           5-22-18         1010         Cite           5-26-18         1010         Cite           5-28-18         1055         Cite           5-28-18         1354         Cite <td< td=""><td>5-8-18</td><td>1200</td><td>Booked</td></td<>	5-8-18	1200	Booked
S-12-18         0912         Cite           S-12-18         1231         Cite           S-13-18         0945         Cite           S-13-18         0945         Cite           S-16-18         1144         Cite           S-19-18         1054         Cite           S-20-18         0917         Cite           S-20-18         0940         Cite           S-20-18         0940         Cite           S-20-18         1129         Cite           S-20-18         1013         Cite           S-20-18         1013         Cite           S-20-18         1013         Cite           S-22-18         1011         Cite           S-22-18         1012         Cite           S-26-18         1012         Cite           S-26-18         1012         Cite           S-26-18         1016         Booked           S-28-18         1055         Cite           S-28-18         1056         Cite           S-28-18         1354         Cite           S-28-18         0941         Cite           S-28-18         0952         Cite           <	5-9-18	0958	Cite
5-12-18         1231         Cite           5-13-18         0945         Cite           5-16-18         1144         Cite           5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         1129         Cite           5-20-18         1129         Cite           5-20-18         1013         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1012         Cite           5-26-18         1130         Cite           5-28-18         1055         Cite           5-28-18         1056         Cite           5-29-18         0941         Cite           5-29-18         0941         Cite           5-29-18         0926         Cite           6-1-18         0926         Cite	5-10-18	0909	Cite
5-13-18         0945         Cite           5-16-18         1144         Cite           5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         0940         Cite           5-20-18         0940         Cite           5-20-18         1129         Cite           5-20-18         1013         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-22-18         1010         Cite           5-22-18         1016         Booked           5-28-18         1256         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           <	5-12-18	0912	Cite
5-16-18         1144         Cite           5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         0940         Cite           5-20-18         129         Cite           5-20-18         1129         Cite           5-20-18         1013         Cite           5-20-18         1013         Cite           5-20-18         1015         Cite           5-20-18         1015         Cite           5-20-18         1015         Cite           5-22-18         1015         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-26-18         1130         Cite           5-26-18         1130         Cite           5-28-18         1055         Cite           5-28-18         1056         Cite           5-29-18         0941         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-	5-12-18	1231	Cite
5-19-18         1054         Cite           5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         1129         Cite           5-20-18         1129         Cite           5-20-18         1129         Cite           5-20-18         1736         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-26-18         1130         Cite           5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1305         Cite           5-28-18         1055         Cite           5-29-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-10-18         0947         Cite           6-10-18         0947         Cite           6-10-18         0952         Cite <td< td=""><td>5-13-18</td><td>0945</td><td>Cite</td></td<>	5-13-18	0945	Cite
5-20-18         0917         Cite           5-20-18         0940         Cite           5-20-18         1129         Cite           5-20-18         1129         Cite           5-20-18         1736         Cite           5-20-18         1013         Cite           5-20-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1015         Cite           5-22-18         1012         Cite           5-26-18         1012         Cite           5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1055         Cite           5-28-18         1055         Cite           5-28-18         1055         Cite           5-28-18         1054         Cite           5-28-18         1354         Cite           6-1-18         0923         Cite           6-1-18         0923         Cite           6-10-18         0947         Cite           6-10-18         0947         Cite           6-10-18         0952         Cite <td< td=""><td>5-16-18</td><td>1144</td><td>Cite</td></td<>	5-16-18	1144	Cite
5-20-18         0940         Cite           5-20-18         1129         Cite           5-20-18         1736         Cite           5-20-18         1013         Cite           5-20-18         1013         Cite           5-22-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-26-18         1012         Cite           5-26-18         1016         Booked           5-27-18         1016         Booked           5-27-18         1016         Booked           5-28-18         1055         Cite           5-28-18         1056         Cite           5-28-18         1056         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-1-18         0947         Cite           6-10-18         0947         Cite           6-10-18         0952         Cite	5-19-18	1054	Cite
5-20-18         1129         Cite           5-20-18         1736         Cite           5-22-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1015         Cite           5-22-18         1015         Cite           5-22-18         1015         Cite           5-22-18         1012         Cite           5-26-18         1012         Cite           5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1005         Cite           5-28-18         1056         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           5-29-18         0941         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-16-18         1207         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-16-18         1057         Cite <td< td=""><td>5-20-18</td><td>0917</td><td>Cite</td></td<>	5-20-18	0917	Cite
5-20-18         1736         Cite           5-22-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1015         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-22-18         1012         Cite           5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1005         Cite           5-28-18         1055         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           5-29-18         0941         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-16-18         1207         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite	5-20-18	0940	Cite
5-22-18         1013         Cite           5-22-18         1015         Cite           5-22-18         1201         Cite           5-22-18         1012         Cite           5-26-18         1012         Cite           5-26-18         1010         Cite           5-26-18         1010         Booked           5-27-18         1016         Booked           5-28-18         1005         Cite           5-28-18         1026         Cite           5-28-18         1005         Cite           5-28-18         1256         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-20-18	1129	Cite
5-22-18         1015         Cite           5-22-18         1201         Cite           5-26-18         1012         Cite           5-26-18         1130         Cite           5-26-18         1016         Booked           5-27-18         1005         Cite           5-28-18         1005         Cite           5-28-18         1256         Cite           5-28-18         1354         Cite           5-28-18         1354         Cite           5-28-18         0941         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite	5-20-18	1736	Cite
5-22-18         1201         Cite           5-26-18         1012         Cite           5-26-18         1130         Cite           5-26-18         1016         Booked           5-27-18         1016         Booked           5-28-18         1005         Cite           5-28-18         1005         Cite           5-28-18         1256         Cite           5-28-18         1354         Cite           5-28-18         1354         Cite           5-28-18         1354         Cite           6-1-18         0941         Cite           6-1-18         0923         Cite           6-10-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-22-18	1013	Cite
5-26-18         1012         Cite           5-26-18         1130         Cite           5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1005         Cite           5-28-18         1005         Cite           5-28-18         1256         Cite           5-28-18         1354         Cite           5-28-18         1354         Cite           5-28-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-22-18	1015	Cite
5-26-18         1130         Cite           5-27-18         1016         Booked           5-28-18         1005         Cite           5-28-18         1005         Cite           5-28-18         1256         Cite           5-28-18         1354         Cite           5-28-18         1354         Cite           5-28-18         1354         Cite           5-28-18         0941         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-22-18	1201	Cite
5-27-18         1016         Booked           5-28-18         1005         Cite           5-28-18         1256         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite	5-26-18	1012	Cite
5-28-18         1005         Cite           5-28-18         1256         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-26-18	1130	Cite
5-28-18         1256         Cite           5-28-18         1354         Cite           5-29-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1207         Cite           6-16-18         1207         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-27-18	1016	Booked
5-28-18       1354       Cite         5-29-18       0941       Cite         6-1-18       0738       Cite         6-1-18       0923       Cite         6-1-18       0926       Cite         6-10-18       0947       Cite         6-10-18       0952       Cite         6-15-18       1207       Cite         6-16-18       1207       Cite         6-16-18       1426       Cite         6-18-18       1057       Cite         6-18-18       1059       Cite	5-28-18	1005	Cite
5-29-18         0941         Cite           6-1-18         0738         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-28-18	1256	Cite
6-1-18         0738         Cite           6-1-18         0923         Cite           6-1-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	5-28-18	1354	Cite
6-1-18       0923       Cite         6-1-18       0926       Cite         6-10-18       0947       Cite         6-15-18       0952       Cite         6-16-18       1207       Cite         6-16-18       1426       Cite         6-18-18       1057       Cite         6-18-18       1059       Cite	5-29-18	0941	Cite
6-1-18         0926         Cite           6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	6-1-18	0738	Cite
6-10-18         0947         Cite           6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	6-1-18	0923	Cite
6-15-18         0952         Cite           6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	6-1-18	0926	Cite
6-16-18         1207         Cite           6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	6-10-18	0947	Cite
6-16-18         1426         Cite           6-18-18         1057         Cite           6-18-18         1059         Cite	6-15-18	0952	Cite
6-18-18         1057         Cite           6-18-18         1059         Cite	6-16-18	1207	Cite
6-18-18 1059 Cite	6-16-18	1426	Cite
	6-18-18	1057	Cite
6-21-18 0754 Cite	6-18-18	1059	Cite
	6-21-18	0754	Cite

6-21-18	0800	Cite
6-24-18	1221	Booked
7-5-18	1122	Cite
7-5-18	1124	Cite
7-7-18	0754	Cite
7-7-18	1100	Cite
7-11-18	1117	Cite
7-13-18	0925	Cite
7-13-18	1049	Cite
7-13-18	1107	Cite
7-14-18	1051	Cite
7-14-18	1150	Cite
7-15-18	1506	Cite
7-15-18	1526	Cite
7-23-18	0740	Cite
7-23-18	0749	Cite
7-23-18	1001	Cite
7-25-18	1205	Cite
7-25-18	1208	Cite
7-25-18	1341	Cite
7-26-18	1214	Cite
7-26-18	1327	Cite
7-27-18	0914	Cite
7-27-18	0914	Cite
7-27-18	1035	Cite
7-27-18	1036	Cite
7-27-18	1157	Cite
7-27-18	1418	Cite
7-29-18	1259	Cite
8-1-18	1029	Cite
8-2-18	0952	Cite
8-4-18	0806	Cite
8-4-18	0952	Cite
8-4-18	1022	Cite
8-4-18	1024	Cite
8-6-18	1116	Booked
8-6-18	1130	Cite
8-6-18	1235	Cite
8-8-18	0829	Cite
8-11-18	0955	Booked
8-11-18	1201	Cite
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8-13-18	1530	Cite
8-15-18	0717	Cite
8-15-18	0720	Cite
8-15-18	1506	Cite
8-19-18	0744	Cite
8-19-18	0800	Cite
8-19-18	1004	Cite
8-22-18	0941	Cite
8-22-18	0943	Cite
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
8-30-18	0950	Cite
8-31-18	1122	Cite
9-1-18	1444	Cite
9-1-18	1630	Cite
9-17-18	1451	Booked
10-19-18	1052	Cite
10-19-18	1448	Cite
10-28-18	0937	Cite
10-28-18	0943	Cite
11-1-18	0805	Cite
11-1-18	0809	Cite
11-12-18	0925	Cite
11-13-18	1018	Cite
2-18-19	1858	Cite
2-19-19	1234	Cite
3-14-19	1047	Cite
3-14-19	1050	Cite
3-15-19	0937	Cite
3-15-19	1640	Cite
3-15-19	1641	Cite
3-15-19	1643	Cite
3-15-19	1653	Cite
3-15-19	1807	Cite
3-15-19	1811	Cite
3-15-19	1812	Cite
3-15-19	1814	Cite
3-16-19	0921	Cite

		011
3-16-19	0923	Cite
3-17-19	1017	Cite
3-17-19	1603	Cite
3-17-19	1604	Cite
3-19-19	0752	Cite
3-22-19	0957	Cite
3-23-19	1138	Cite
3-23-19	1139	Cite
3-25-19	1533	Cite
3-26-19	0832	Booked
3-28-19	1020	Cite
5-14-19	1030	Cite
5-21-19	1330	Booked
5-22-19	1000	Cite
4-25-19	1348	Cite
4-26-19	0835	Cite
4-27-19	0840	Cite
4-29-19	0945	Cite
5-5-19	0848	Cite
5-5-19	0857	Cite
5-5-19	0930	Cite
5-14-19	1130	Cite
5-18-19	0956	Cite
5-24-19	1017	Cite
5-25-19	0928	Cite
6-1-19	0820	Cite
6-1-19	0828	Cite
6-3-19	1511	Cite
6-4-19	1301	Cite
6-4-19	1304	Cite
6-4-19	1306	Cite
6-4-19	1517	Cite
6-10-19	0806	Cite
06-12-19	0950	Cite
06-14-19	0834	Cite
6-20-19	1210	Cite
6-22-19	0809	Cite
6-22-19	0817	Cite
6-23-19	0941	Booked
6-26-19	1413	Cite
6-29-19	1126	Cite
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Image: Constraint of the system         Cite           Image: Constraint of the system         Cite         Cite           Image: Constraint of the syst			
7-8-19         1344         Cite           7-8-19         1351         Cite           7-8-19         1351         Cite           7-11-19         0836         Cite           7-11-19         0930         Cite           7-11-19         0930         Cite           7-11-19         0934         Cite           7-11-19         0934         Cite           7-11-19         0934         Cite           7-11-19         0934         Cite           7-11-19         01036         Cite           7-11-19         1036         Cite           7-21-19         1118         Cite           7-22-19         1118         Cite           8-4-19         1016         Booked           8-5-19         1123         Booked           8-5-19         1122         Booked           8-5-19         1226         Cite           8-5-19         1226         Cite           8-20-19         0940         Cite           8-20-19         0940         Cite           8-20-19         1008         Cite           8-20-19         0940         Cite	6-29-19	1204	Cite
7.8-19         1351         Cite           7.11-19         0836         Cite           7.11-19         0911         Cite           7.11-19         0930         Cite           7.11-19         0930         Cite           7.11-19         0930         Cite           7.11-19         0934         Cite           7.11-19         0936         Cite           7.11-19         1016         Booked           8.12         1113         Booked           8.5-19         1123         Booked           8.5-19         1142         Booked           8.5-19         1124         Booked           8.5-19         0929         Cite           8.5-19         0929         Cite           8.20-19         0746         Cite           8.20-19         0940         Cite <t< td=""><td></td><td>0825</td><td>Cite</td></t<>		0825	Cite
7-11-19         0836         Cite           7-11-19         0911         Cite           7-11-19         0930         Cite           7-11-19         0934         Cite           7-11-19         0936         Cite           7-11-19         0934         Cite           7-11-19         1016         Booked           8-12-19         1118         Cite           8-5-19         1123         Booked           8-5-19         1226         Cite           8-5-19         1226         Cite           8-7-19         0929         Cite           8-7-19         0940         Cite           8-20-19         0746         Cite           8-20-19         0940         Cite           8-20-19         0940         Cite	7-8-19	1344	Cite
7-11-19         0911         Cite           7-11-19         0930         Cite           7-11-19         0934         Cite           7-11-19         0934         Cite           7-11-19         0934         Cite           7-11-19         1010         Cite           7-12-19         1101         Cite           7-20-19         1036         Cite           7-22-19         1118         Cite           8-4-19         1016         Booked           8-5-19         1123         Booked           8-5-19         1226         Cite           8-7-19         0929         Cite           8-7-19         0929         Cite           8-7-19         0929         Cite           8-7-19         0940         Cite           8-20-19         0746         Cite           8-20-19         1008         Cite           8-20-19         10008         Cite           8	7-8-19	1351	Cite
1         7-11-19         0930         Cite           7-11-19         0934         Cite           7-12-19         1101         Cite           7-15-19         1209         Booked           7-20-19         1036         Cite           7-22-19         1118         Cite           7-22-19         1113         Booked           8-5-19         1123         Booked           8-5-19         1123         Booked           8-5-19         1226         Cite           8-7-19         0929         Cite           8-7-19         0929         Cite           8-12-19         0746         Cite           8-12-19         0746         Cite           8-20-19         0940         Cite           8-20-19         0940         Cite           8-20-19         0040         Cite           8-20-19         0008         Cite           8-20-19         0940         Cite           8-20-19         00746         Cite           8-20-19         0008         Cite           8-21-19         00100         Cite           8-23-19         0915         Cite </td <td>7-11-19</td> <td>0836</td> <td>Cite</td>	7-11-19	0836	Cite
1         7-11-19         0934         Cite           7-12-19         1101         Cite           7-12-19         1101         Cite           7-20-19         1036         Cite           7-22-19         1118         Cite           8-4-19         1016         Booked           8-5-19         1123         Booked           8-5-19         1126         Cite           8-5-19         122.6         Cite           8-5-19         122.6         Cite           8-5-19         122.6         Cite           8-7-19         0929         Cite           8-12-19         0746         Cite           8-12-19         0746         Cite           8-20-19         1008         Cite           8-20-19         1008         Cite           8-20-19         0940         Cite           8-20-19         1008         Cite           8-21-19         0746         Cite           8-21-19         1002         Booked           8-23-19         0915         Cite           8-23-19         0915         Cite           8-23-19         1010         Cite	7-11-19	0911	Cite
101         Cite           101         Cite           101         Cite           101         Cite           101         7-15-19         1209         Booked           101         7-22-19         1118         Cite           101         8-4-19         1016         Booked           101         8-5-19         1123         Booked           101         8-5-19         1142         Booked           101         8-7-19         0929         Cite           8-7-19         0929         Cite           8-7-19         0940         Cite           8-7-19         0940         Cite           8-20-19         0940         Cite           8-20-19         0940         Cite           8-20-19         0088         Cite           8-20-19         0940         Cite           8-20-19         0008         Cite           8-20-19         0940         Cite           8-21-19         0020         Booked           8-23-19         0915         Cite           8-23-19         0910         Cite           8-23-19         0927         Cite     <	7-11-19	0930	Cite
7-15-19         1209         Booked           7-20-19         1036         Cite           7-20-19         1016         Booked           8-4-19         1016         Booked           8-5-19         1123         Booked           8-5-19         1123         Booked           8-5-19         1124         Booked           8-5-19         1142         Booked           8-5-19         1142         Booked           8-5-19         1142         Booked           8-5-19         1142         Booked           8-5-19         0929         Cite           8-12-19         0746         Cite           8-12-19         0746         Cite           8-20-19         0940         Cite           8-20-19         0940         Cite           8-20-19         1008         Cite           8-219         0910         Cite           8-23-19         0927         Cite	7-11-19	0934	Cite
7-20-19         1036         Cite           7-22-19         1118         Cite           8-4-19         1016         Booked           8-5-19         1123         Booked           8-5-19         1123         Booked           8-5-19         1142         Booked           8-5-19         1123         Booked           8-5-19         1142         Booked           8-6-19         1226         Cite           8-7.19         0929         Cite           8-7.19         0929         Cite           8-12-19         0746         Cite           8-20-19         0940         Cite           8-20-19         0008         Cite           8-20-19         0040         Cite           8-20-19         0040         Cite           8-20-19         0040         Cite           8-20-19         0040         Cite           8-21-19         00746         Cite           8-22-19         00108         Cite           8-23-19         0910         Cite           8-23-19         0921         Cite           8-23-19         0927         Cite	7-12-19	1101	Cite
7-22-19         1118         Cite           8-4-19         1016         Booked           8-5-19         1123         Booked           8-5-19         1123         Booked           8-5-19         1142         Booked           8-5-19         1142         Booked           8-5-19         1142         Booked           8-5-19         1226         Cite           8-5-19         0929         Cite           8-5-19         0746         Cite           8-12-19         0746         Cite           8-20-19         0940         Cite           8-20-19         1008         Cite           8-20-19         0940         Cite           8-20-19         1008         Cite           8-20-19         1008         Cite           8-20-19         1000         Cite           8-20-19         1000         Cite           8-20-19         1000         Cite           8-20-19         0903         Cite           8-23-19         0915         Cite           8-23-19         0921         Cite           8-23-19         0927         Cite	7-15-19	1209	Booked
Sector         8-4-19         1016         Booked           8-5-19         1123         Booked           8-5-19         1142         Booked           8-5-19         1226         Cite           8-7-19         0929         Cite           8-7-19         0929         Cite           8-7-19         0929         Cite           8-7-19         0940         Cite           8-7-19         0746         Cite           8-7-19         0940         Cite           8-7-19         0940         Cite           8-20-19         0940         Cite           8-21-19         1020         Booked           8-21-19         1020         Booked           8-23-19         0903         Cite           8-23-19         0915         Cite           8-23-19         0927         Cite           8-25-19         1010         Cite           8-25-19         1010         Cite <td>7-20-19</td> <td>1036</td> <td>Cite</td>	7-20-19	1036	Cite
8         8         8         1123         Booked           8         8         5         1142         Booked           8         8         7         1142         Booked           8         8         7         1142         Booked           8         8         7         1126         Cite           8         1         1123         0746         Cite           8         1         10         8         12         10           8         12         19         0746         Cite           8         10         8         12         19         0746           8         10         8         12         19         0746         Cite           8         10         8         19         0940         Cite         16           8         8         19         0940         Cite         16	7-22-19	1118	Cite
8-5-19         1142         Booked           8-6-19         1226         Cite           8-7-19         0929         Cite           8-7-19         0929         Cite           8-12-19         0746         Cite           8-12-19         0746         Cite           8-12-19         0746         Cite           8-20-19         0940         Cite           8-20-19         1008         Cite           8-20-19         0940         Cite           8-21-19         1020         Booked           8-23-19         0915         Cite           8-23-19         0927         Cite           8-23-19         0927         Cite           8-23-19         0927         Cite           8-23-19         0927         Cite           8-23-19         1010         Cite           8-23-19         0927         Cite           8-23-19         0927         Cite <th< td=""><td>8-4-19</td><td>1016</td><td>Booked</td></th<>	8-4-19	1016	Booked
8-6-19         1226         Cite           8-7-19         0929         Cite           8-12-19         0746         Cite           8-20-19         1008         Cite           8-20-19         0746         Cite           8-20-19         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         0927         Cite           8-23-19         0927         Cite           8-23-19         1010         Cite           8-23-19         1010         Cite           8-23-19         1010         Cite           8-23-19         1012         Cite           8-25-19         1010         Cite <th< td=""><td>8-5-19</td><td>1123</td><td>Booked</td></th<>	8-5-19	1123	Booked
8-7-19         0929         Cite           8-12-19         0746         Cite           8-12-19         0746         Cite           8-12-19         0746         Cite           8-20-19         0940         Cite           8-20-19         0940         Cite           8-20-19         0940         Cite           8-20-19         0746         Cite           8-20-19         0746         Cite           8-20-19         0746         Cite           8-20-19         0746         Cite           8-20-19         0940         Cite           8-20-19         0903         Cite           8-21-19         1020         Booked           8-23-19         0915         Cite           8-23-19         0915         Cite           8-23-19         0927         Cite           8-25-19         1010         Cite           8-25-19         10112         Cite           <	8-5-19	1142	Booked
8:12-19         0746         Cite           8:12-19         0746         Cite           8:20-19         0940         Cite           8:20-19         0940         Cite           8:20-19         0040         Cite           8:20-19         0746         Cite           8:20-19         0746         Cite           8:20-19         0746         Cite           8:20-19         0940         Cite           8:20-19         0903         Cite           8:21-19         0903         Cite           8:23-19         0915         Cite           8:23-19         0921         Cite           8:23-19         0927         Cite           8:23-19         0927         Cite           8:23-19         1010         Cite           8:23-19         0912         Cite           8:23-19         0927         Cite           8:23-19         0102         Cite <th< td=""><td>8-6-19</td><td>1226</td><td>Cite</td></th<>	8-6-19	1226	Cite
8-12-19         0746         Cite           8-20-19         0940         Cite           8-20-19         1008         Cite           8-20-19         1008         Cite           8-20-19         0746         Cite           8-20-19         0746         Cite           8-20-19         0746         Cite           8-20-19         0940         Cite           8-20-19         1008         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           8-23-19         0927         Cite           8-25-19         1010         Cite           8-25-19         1011         Cite           8-25-19         1012         Cite           8-25-19         1012         Cite           8-25-19         0743         Cite           9-2-19         0835         Cite           9-3-19         0839         Booked           <	8-7-19	0929	Cite
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# Briefing Paper (Committee Name)

Division & Department:	Police Department / Traffic Unit	
Subject:	Photo Red / Speed	
Date:	January 22nd, 2020	
Contact (email & phone):	Jim Christensen 509-822-8151	
City Council Sponsor:		
Executive Sponsor:		
Committee(s) Impacted:	Public Safety	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) Strategic Initiative:		
Deadline:		
Outcome: (deliverables,		
delivery duties, milestones to meet)		
Background/History: Report for	Public Safety meeting February 3rd, 2020.	
<ul> <li>Statistic for Photo Red for the time frame of December 16<sup>th</sup> 2019, thru January 15<sup>th</sup>, 2020.</li> <li>There were 1312 violations on the photo red system from December, 16<sup>th</sup>, 2019 thru January, 15<sup>th</sup>, 2020. During the same time frame in 2018 there were 1227 violations, which is an increase of 85 violations. There are still 7 violations in the workflow. The majority of the lights had slight increases in infractions.</li> <li>Statistic for Photo Speed for the time frame of December 16<sup>th</sup> 2019, thru January 15<sup>th</sup>, 2020.</li> <li>There were741 violations on the photo speed system from December, 16<sup>th</sup> 2019 thru January, 15<sup>th</sup>, 2020. During the same time frame in 2018 there were 660 violations, which is an increase of 81 violations. This increase was due to, the two new cameras at Ridgeview [Ash] and Willard Elementary schools. These two new cameras wrote 344 infractions during this time frame this year. The three original cameras at Longfellow, Finch, and Ridgeview [Maple] Elementary Schools had a reduction of 263 violations over the same time frame last year. There are still 1 violations in the workflow.</li> </ul>		
<ul> <li><u>Executive Summary: Photo RED</u></li> <li><u>December 16<sup>th</sup> 2019, thru January 15<sup>th</sup>, 2020</u></li> <li>Freya and Third was the highest with 218 violations.</li> <li>Browne and Sprague was the second highest with 162 violations.</li> <li>Division and Sprague was the third highest with 158 violations.</li> <li>Hamilton and Mission was the fourth highest with 149 violations.</li> </ul>		

Executive Summary: Photo SPEED
<ul> <li>December 16<sup>th</sup> 2019, thru January 15<sup>th</sup>, 2020</li> <li>Longfellow Elementary was the highest with 273 violations.</li> <li>Willard Elementary was the third highest with 195 violations.</li> <li>Ridgeview Elementary [Ash] was the second highest with 149 violations.</li> </ul>
Budget Impact:         Approved in current year budget?         Annual/Reoccurring expenditure?         Yes         Yes         No         N/A         If new, specify funding source:         Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact:         Consistent with current operations/policy?         Requires change in current operations/policy?

Specify changes required: Known challenges/barriers:



# **Strategic Initiatives** February 2020 Report

# Public Safety and Community Health Committee Briefing February 2, 2020

SPOKANE

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



### Selected Excerpts of Officer Commendation Letters

... A gentleman well-known to me experienced cardiac arrest in the parking lot of the medical facility. Assisted by the Spokane Fire Department and AMR paramedics, we attempted resuscitation for over an hour, were unsuccessful, and the patient died. I practice in a specialty where acute and severe illnesses are daily issues, whether in dialysis clinics or in the intensive care units of our local hospitals. End of life circumstances are common in these settings but rarely involve interaction with law enforcement. This day was different, in a parking stall near the front entrance of the facility and within plain view of any patients arriving and departing. We called for police investigation following the death. The arriving officers were professional and extremely helpful in navigating the necessary law enforcement channels, as we attempted to find family. The officers could have easily left following their investigative work. But they didn't.

The decedent had two young children for whom he was a single parent. We had difficulty identifying and locating any family. Through teamwork we all focused for several hours to locate the children and worked with Child Protective Services to verify that the eventually identified next of kin were suitable guardians. **Officers [Jarod] Beasley, [Tyson] Setzler,** and **[Sergeant Mike] Schneider** were professional and offered comfort and solace to the family. These officers were committed to finding a solution to this tragic situation and they did so with kindness, compassion, and empathy. Officers Beasley, Setzler, and Schneider are splendid ambassadors for the Spokane community. I am grateful for their service.

### [Sergeant Kevin Huddle and Officer John Yen]

Thank you for coming to our school and spending your valuable time to teach us about your profession. I really appreciate you answering all my questions. It was extremely interesting to hear all of your stories. Before you came in, and I didn't know anything about being a cop and honestly, I didn't see police officers in a nice light. But you showed me that there are a lot of good people in police departments. I appreciate you guys helping our community and making it a better place to live.

Something that will stick with me for a long time is that police officers get scared sometimes. I always thought that police officers were fearless and won't get scared if someone attacks them. John, your story of how you were terrified for your life really helped me put that in perspective.

The most valuable takeaway for me, was seeing you two as real people, who seem to me, as caring individuals who care about the work they do. I think it's important to begin viewing law enforcers are real people who are down to earth. I'm glad I met both of you guys yesterday. I think more people should have encounters like this. Again, thank you for your time, thank you for speaking to us and being open to answering our questions.





# **Internal Affairs Unit Update**

# January 1 through December 31, 2019 Commendations and Complaints

Commendations Received:	Total: 189
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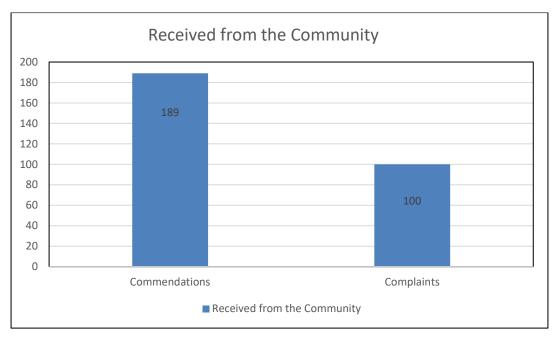
<u>Complaints Received:</u> Total: 113 (100 from community)

Closed Out as Inquiries: 37 (As of December 31, 2019)

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

Source of January 1 through December 31, 2019 Complaints

Received by the Office of Police Ombudsman	Total: 74
Received by the Spokane Police Department	Total: 39
Internally Generated by the SPD	Total: 13
Generated by the Community	Total: 100







# Use of Force Update

### 2019 Non-Deadly Reportable Use of Force Incidents

From January 1-December 31, 2019, there were 119 non-deadly use of force incidents, including 25 K9 contacts and 94 other (e.g., TASER, neck restraint).

### 2019 Deadly Use of Force Incidents

From January 1-December 31, 2019, there were four deadly force incidents. See below for active cases.

# Officer-Involved Shooting Incidents Update (through December 31, 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 2019-20124831 (Under investigation by SPD Internal Affairs)

Incident 2019-20124831 occurred on July 6, 2019, in the 1400 block of West 9<sup>th</sup>. 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.

### Incident 2019-20201879 (Under investigation by SPD Internal Affairs)

Incident 2019-20201879 occurred on October 23, 2019, in the 3400 block of East Garnet. 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.





# **Items of Interest**

### SPD Domestic Violence Unit Receives Award

Spokane Regional Domestic Violence Coalition awarded the Spokane Police Department Domestic Violence Unit a Pillar Award, in recognition of the "partnership and dedication on behalf of End the Violence. Thank you for giving a voice to those who need to be heard."

### New Lateral Officers Join SPD

On Monday, January 13, 2020, Officers Jacquelyn (Jacquie) Valencia and Jason Tanascu were sworn in.



Jacquie Valencia is a former police officer with the Anchorage Police Department where she served the community for about four and a half years. Prior to joining the department, she obtained her Bachelor's degree in Social Science with a minor in Criminal Justice. She is a proud wife of an Air Force Sergeant and has two beautiful children. She is excited to join Spokane department and get to know the community.



Jason Tanascu comes to Spokane with almost five years of police experience with the Bellevue Police Department; he has spent the last year in a detective role as part of their Special Operations Group. Jason attended and played basketball at Carroll College and then Montana State University, majoring in Criminal Justice. Jason has been married to wife Kellie for almost six years. Last August they welcomed their baby girl.

# Precinct Highlights

# **North Precinct Highlights**

### Crime Prevention



The 933 E. Mission Safeway has been an ongoing project for the North Precinct for the majority of 2019. Lieutenant Shawn Kendall reports, "Working with Safeway and the Starbucks located inside we have greatly reduced criminal activity and calls for service. Neighborhood Resource Officer David Kaurin did a tremendous job on this project."





### Activities have included:

- Closing bathrooms during hours of darkness
- Improved lighting
- Off-duty officer employment
- Patrol-based Hot Spot policing
- Patrol-based special enforcement
- Parking restrictions on east and north side of property
- Heavy enforcement at nearby Mission Park
- Collaboration with Park Rangers and COPS volunteers
- Coffee with a Cop events

The North Precinct will continue to provide support to this previously high-crime location, but it is no longer a Hot Spot location and no off-duty employment is needed. Lieutenant Kendall reports it has been a "HUGE success!" The Safeway at 1616 W. Northwest Boulevard wants to follow a similar blueprint to improve activity there.



The North Precinct has been taking initiative on the towing and tagging of abandoned vehicles. These tows are usually related to a problem address or identified Hot Spot. The Precinct is assisting Parking Enforcement.

Lieutenant Kendall has organized several Crime Prevention/Situational Awareness presentations for area businesses: Associated Industries, Spokane City Credit Union, and Trauma Informed Therapies.

### **Downtown Precinct**

### Crime Prevention

Downtown Precinct staff will be conducting emphasis specials in the viaducts over the next few weeks. The goal will be to encourage those camping in the viaducts to stay in the shelters and get in contact with service providers.

### Community Outreach and Events

The Downtown Precinct hosted Coffee with a Cop on January 15, 2020, at Starbuck's, 172 S. Division.





# South Precinct

### Crime Prevention

- Update on 7-11 at 2nd/Division Hot Spot: Funding is approved for the fencing and new camera system to be installed at the location. This will deter criminal activity and record activity that occurs. This new system will also allow staff to have the capability to see the activity outside the location in all areas. A new security company was hired to assist with the negative activity occurring in the parking lot.
- Precinct staff held a Crime Prevention Meeting with tenants and staff at 55th Avenue Apartments, as they have experienced an increase in criminal activity at the location.
- A nuisance property located in the 500 block of South Fiske was boarded up with a "Do Not Occupy" order.

### Community Outreach and Events

- Staff attended the Head Start to the Construction Trades (HCT) Graduation of Correctional Inmates at Salem Lutheran Church.
- The Precinct staff adopted a family in the East Central neighborhood for Christmas.







### **Outreach Update**

### Holiday Outreach



Through the Community Outreach Unit, the Spokane Police Department served 35 families and 91 children with Christmas presents. 18 of the families (49 children) were helped through our partnerships with The Spokane Police Foundation, Les Schwab, and The Salvation Army. 17 families and 42 children were served through employees of Spokane Police Department "adopting" them. Below are a few of the families, Les Schwab employees, and SPD employees.



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# Community Outreach Unit Summary

- Eastern State Hospital Patient Outreach (1/9)
- PAL Boxing Club (1/9, 1/16, 1/23, 1/30)
- Seniors Group, Northeast Community Center (1/14)
- Evergreen Club meeting (1/15)
- Eastern State Hospital Patient Outreach (1/17)
- Martin Luther King, Jr. Day Celebration (1/20)
- Lunch with Eastern State Hospital patient (1/21)
- West Spokane Wellness Partnership (1/21)
- School Community Partnership meeting (1/21)
- Youth & Police Initiative at North Central High School (1/21-1/29)
- Truancy Board (1/23)
- Shaw Whole Child Study Group (1/23)
- Boy Scouts Tour of Public Safety Building (1/24)
- Coordination of Services Presentation at Juvenile Court (1/27)
- Patient Education at Eastern State Hospital (1/31)

### Police Activities League (PAL) Boxing Program

The PAL Boxing Program got its start in November 2019. Rick Welliver's Spokane Boxing Gym hosts PAL Boxing on Thursdays. SPD officers join Rick and participating youth to focus on boxing skills and personal growth. Below, photos of Rick, officers, and youth.











### Notable News

### Spokane Police bust suspected package thief on Christmas Eve

With a search warrant on Christmas Eve, Spokane Police found a man who admitted stealing Christmas gifts from Spokane porches in December. The man had over 35 stolen items in his home. Police are working to return the items to the original owners.

https://www.kxly.com/spokane-police-bust-suspected-package-thief-on-christmas-eve-2/

# Briefing Paper (Public Safety & Community Health)

Division & Department:		
	Development Services Center	
Subject:	Building Code Amendments (multiple clean-up items)	
Date:	February 3, 2020	
Contact (email & phone):	Dermott Murphy, dgmurphy@spokanecity.org, ext. 6142	
City Council Sponsor:	Lori Kinnear	
Executive Sponsor:	N/A	
Committee(s) Impacted:	Public Safety & Community Health	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)		
Strategic Initiative:	N/A	
Deadline:	Council Action anticipated in winter 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Amendments are intended to remove references to outdated construction standards, administration, processes, licenses, and fees and to ensure that as new editions of construction-related standards adopted at the state level appropriately referenced in the City's municipal code among other code clean-up items. Amendments also provided that the City's Building Official review all proposed amendments to 17F – Construction Standards – prior to review and/or approval by other recommending or decision making bodies within the City of Spokane.	
Background/History: City of Spokane Development Services Center is the lead on proposed amendments to the SMC. The Proposal specifically amends Spokane Municipal Code (SMC): Chapter 08.02 Fees and Charges, Article III. Building and Construction Permits, Section 08.02.031(B) Building Code Fees and Charges – Valuation; Section 10.29.030 Heating Mechanics – License; Chapter 11.19 Zoning Code, Article VII. Administration and Procedure, Sections 11.19.720 Building Official; Section 17C.110.230 Fences related to enclosures for pools and hot tubs; 17F including: the National Board Inspector Code (pressure vessel code – 17F.030.010), Building (IBC, IRC, international Energy Conservation Code – 17F.040.010), Electrical (17F.050.010), Mechanical (17F.090.010), and Pluming codes (17F.100.010); Section 17F.040.010 to include specific adoption of Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105; 17F.060.040 Elevator Code – Requirements; 17F.060.060 Elevator Code – Dangerous Conveyances; and, 17G.010.200 Application for Worker's License.		
Executive Summary:		
<ul> <li>The proposed text amendment includes the following:</li> <li>Updates Section 08.02.031(B)(1) Building Code, Building Permit Valuation to reflect the current building valuation schedule and frequency of valuation schedule updates (twice annually) published by the International Code Council (ICC).</li> <li>Removal of language from Section 10.29.030 (Heating Mechanics –License) related to work that may be conducted by a holder of an apprentice heating mechanic license and oil burner installer's license.</li> <li>Add language to 11.19.720, Building Official, requiring review and approval of all proposed area done to a the public form.</li> </ul>		

amendments to Title 17F – Construction Standards – by the Building Official prior to review by other recommending or decision making bodies within the City of Spokane.

•	Amending Section 17C.110.230, Fences – Enclosures for Pools and Hot Tubs, to include
	options for pool and spa barriers found in the International Swimming Pool and Spa Code.

- Code clean-up of 17F to reference "current adopted Editions" of construction codes instead of adopted codes of a specified year including the National Board Inspector Code (pressure vessel code – 17F.030.010), Building (IBC, IRC, international Energy Conservation Code – 17F.040.010), Electrical (17F.050.010), Mechanical (17F.090.010), and Pluming codes (17F.100.010).
- Amend Section 17F.040.010 Adoption of Building Codes and Related Washington State Codes to include specific adoption of Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105
- Amending 17F.060.040, Elevator Code to require use of fire rated belts tested to UL 62, UL 1581 FT-1 fire rating or equivalent only, when elevators incorporating noncircular elastomeric coated steel suspension members (belt suspension).
- Adding language to 17F.060.060 Dangerous Conveyances making removal of lock-out devices installed due to unsafe elevator operating conditions a Class I civil infraction with a current fee of \$536.00 per day of said infraction.
- Amend Section 17G.010.200 Application of Workers' License to include:
  - Language encompassing the certification of electrical apprentices by the Department of Labor and Industries pursuant to chapter 19.28 RCW.
  - Striking experience qualifications for gas heating mechanic I/II and gas inspector I/II license eligibility from the City's ordinance – the board of gas heating mechanic examiners will continue to determine the qualification and fitness of applicants for the purpose of obtaining a license and for license renewal.
  - Requirements for a new application and exam for all mechanical license holders for licenses expired more than 90 days.

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 ger	nerating, match	requirements, etc.)
Operations Impact:		
Consistent with current operations/	/policy?	Yes No N/A
Requires change in current operations/policy?		
Specify changes required:		
Known challenges/barriers:		

Attachments/Links:

- Existing Codes
  - <u>08.02.031</u> Building and Construction Permits, building Code, Building Permit Fees & Charges
  - <u>10.29.030</u> Contractors and Workers, Heating Mechanics License
  - o <u>11.19.720</u> Administration and Procedure, Building Official
  - o <u>17C.110.230</u> Fences, Enclosures for Pools, Hot Tubs, or Ponds
  - o <u>17F.030.010</u> Boiler & Pressure Vessels, Adoption of Standard Codes
  - <u>17F.040.010</u> Adoption of Building Codes and Related WA State Codes
  - <u>17F.050.010</u> Adoption of National Electrical Code
  - o <u>17F.060.040</u> Elevator Code, Requirements
  - o <u>17F.060.060</u> Elevator Code, Dangerous Conveyances
  - <u>17F.090.010</u> Adoption of the International Mechanical Code
  - o <u>17F.100.010</u> Adoption of Uniform Plumbing Code

- <u>17G.010.200</u> Building and Construction Permits, Application for Worker's License
- Proposed text changes to above listed codes and tables are attached

### ORDINANCE \_\_\_\_\_

An ordinance relating to Permit Fees, Heating Mechanics Licenses, Building Official Review of Proposed Amendments to 17F, Fences, Adoption of Current State Building Codes, Elevators and Dangerous Conveyances, and Application for Worker's Licenses amending SMC 08.02.031, 10.29.030, 11.19.720, 17C.110.230, 17F.030.010, 17F.040.010, 17F.050.010, 17F.060.040, 17F.060.060, 17F.090.010, 17F.100.010, and 17G.010.200.

The City of Spokane does ordain:

Section 1. That SMC 08.02.031 is amended to read as follows:

Section 08.02.031 Building Code

A. Building Permit.
 Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK (in dollars) FEE (in dollars) 1 - 500 28.00 501 - 2,000 28.00 plus 3.00 for each 100 over 500 2,001 - 25,000 73.00 plus 13.00 for each 1,000 over 2,000 25,001 - 50,000 372.00 plus 10.00 for each 1,000 over 25,000 50,001 - 100,000 622.00 plus 7.00 for each 1,000 over 50,000 100,001 - 500,000 972.00 plus 5.00 for each 1,000 over 100,000 500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

- B. Valuation.
  - 1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
    - a. most current building valuation data from the International Code ((Conference))Council (ICC) as published ((in the "Building Safety Journal"))and updated by the ICC twice annually; or
    - b. contract valuation, whichever is greater.
  - 2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
  - 3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
  - 4. For roofing permits, the value is determined to be:
    - a. one hundred fifty dollars per square for recovering roofs;
    - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
    - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
    - d. or the contract valuation if it is greater.
- C. Building Plan Review.
  - 1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
    - a. all commercial building permits;
    - b. all industrial building permits;

- c. all mixed use building permits; and
- d. new multi-family residences with three or more units.
- 2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
- 3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
  - a. single-family residences; and
  - b. duplexes.
- 4. Plan review fees are twenty-five dollars for:
  - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
  - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
- 5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
- 6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

# D. Demolition.

Demolition permit fees are:

- 1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
- 2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
- 3. The processing fee is twenty-five dollars.
- 4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
- 5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by <u>SMC 07.08.152</u>.

- E. Fencing.
  - 1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
  - 2. The processing fee and review fee is twenty-five dollars.
- F. Grading.
  - 1. Grading permit fees are as follow:

VOLUME (in cubic yards) FEE (in dollars) 100 or less 28.00 101 - 1,000 28.00 plus 12.00 for each 100 over 100 1,001 - 10,000 136.00 plus 10.00 for each 1,000 over 1,000 10,001 - 100,000 226.00 plus 45.00 for each 10,000 over 10,000 100,001 and more 631.00 plus 25.00 for each 10,000 over 100,000 2. Grading plan review fees are as follow: VOLUME (in cubic yards) FEE (in dollars)

50 or less

None

51 - 100

20.00 101 - 1,000 25.00 1,001 - 10,000 35.00 10,001 - 100,000 35.00 plus 17.00 for each 10,000 over 10,000 100,001 - 200,000 188.00 plus 10.00 for each 10,000 over 100,000 200,001 and more 288.00 plus 5.00 for each 10,000 over 200,000

G.

- 3. Failure to obtain a grading permit is a class one infraction under <u>SMC</u> <u>1.05.150.</u>
- 4. The processing fee is twenty-five dollars.
- H. Sign Permits.
  - 1. Sign permit fees are:
    - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
    - b. seventy-five dollars for each pole sign, including billboards and offpremises signs.

2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.

- 3. The planning services review fee is fifty dollars for all signs.
- 4. The processing fee is twenty-five dollars.
- I. Factory-built Housing.
  - 1. The installation fee for factory-built housing is fifty dollars per section.
  - 2. A foundation or basement requires a separate building permit.
  - 3. Decks, carports and garages require a separate building permit.

- 4. The development services review fee is fifty dollars.
- 5. The processing fee is twenty-five dollars.
- J. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.

- 2. A basement requires a separate building permit.
- 3. Decks, carports and garages require a separate building permit.
- 4. The development services review fee is fifty dollars.
- 5. The processing fee is twenty-five dollars.

# K. Temporary Structures.

Permit fees for temporary structures are:

- 1. One hundred dollars for the first one hundred eighty days; and
- 2. Five hundred dollars for the second one hundred eighty days.
- 3. No third session will be allowed.
- 4. The development services review fee is fifty dollars.
- 5. The processing fee is twenty-five dollars.
- L. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.

- 2. The development services review fee is fifty dollars.
- 3. The processing fee is twenty-five dollars.

4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

- M. Early Start and Fast Track Approval. The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.
- N. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.

2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in <u>SMC 8.02.060.</u>

3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:

- a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
- b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.
- O. Swimming Pools.
  - 1. The building and plumbing permit fee for a swimming pool is:
    - a. seventy-five dollars for those accessory to a single-family residence; and
    - b. one hundred dollars for all others.
  - 2. The planning services review fee is twenty-five dollars.
  - 3. The processing fee is twenty-five dollars.
  - 4. Mechanical, electrical and fence permits are additional.
- P. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

Q. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

- R. Inspections Outside Normal Inspector Working Hours. The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.
- S. Work Done Without a Permit/Investigation Fees.
   Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:
  - 1. twice the inspection fee, or
  - 2. the permit fee plus one hundred fifty dollars,

must be paid prior to the issuance of the permit(s).

# T. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.

2. Single-family Residence – Electrical only: Seventy-five dollars.

3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.

4. Two-family Residence: One hundred seventy-five dollars.

5. Multifamily – Three to six units: Two hundred fifty dollars.

6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.

7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.

- 8. Electrical Service Reconnect Residence Twenty-five dollars
- 9. Electrical Service Reconnect Commercial Fifty dollars

10. Processing fee: Twenty-five dollars.

U. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

V. Expired Permits Over Six Months.

- 1. Building Permits.
  - a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
  - b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.

- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.
- 2. Plumbing Permits.
  - a. No inspections: A full new permit for all fixtures is required.
  - b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.
- 3. Mechanical Permits.
  - a. No inspections: A full new permit is required.
  - b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.
- 4. Electrical Permit.
  - a. No inspections: A full new permit is required.
  - b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.
- W. Processing Fee.

In addition to all of the fees identified in <u>SMC 8.02.031</u>, the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

Section 2. That SMC 10.29.030 is amended to read as follows:

Section 10.29.030 Heating Mechanics – License

No person may perform work requiring a mechanical permit without a license issued by the building services department of the appropriate type as follows:

((A.))((An apprentice heating mechanic license authorizes the holder to do gas fitting and oil burner work in the presence and under the supervision of a licensed heating mechanic or oil burner installer.)) ((B))A. A gas heating mechanic I license authorizes the holder to do gas fitting work on a gas:

- 1. system or gas appliance utilizing up to four hundred thousand BTU input per hour, or
- 2. appliance in excess of four hundred thousand BTU input per hour under the direct supervision and in the presence of a gas heating mechanic II.
- ((<del>C</del>))<u>B</u>. A gas heating mechanic II license authorizes the holder to do industrial gas fitting work (exceeding four hundred thousand BTU) on any permit a mechanical contractor can take out.
- ((D.))((An oil burner installer's license authorizes the holder to do any installation or service work respecting oil burners and oil burning equipment.))
- ((E))<u>C</u>. Contractors who obtain permits requiring a heating mechanics license and the installer who performs the installation shall both be liable for the civil infraction set forth in <u>SMC 1.05.170</u>.

**Section 3.** That SMC 11.19.720 is amended to reach as follows:

Section 11.19.720 Building Official

- A. The director of building services, who has jurisdiction over the construction, alteration, repair and occupancy of buildings under the various building and construction codes in this title, has responsibility to enforce the zoning code, through the permit and certificate processes and through the initiation of legal or administrative proceedings.
- B. The building official administers the more technical construction aspects of the zoning code, such as:
  - 1. the material and method of installation of manufactured home skirting;
  - 2. the installation and anchorage of manufactured homes;
  - 3. waiver of the minimum height of a loading space; and
  - 4. determination of the costs of restoration of a damaged nonconforming building.

- C. The building official issues certificates of occupancy evidencing the determination that the building and use either comply with zoning code or are nonconforming.
- D. The building official determines whether and when nonconforming rights have been abandoned and requires the discontinuance or removal of unpermitted uses.
- E. The building official is responsible for various interpretations, including:
  - 1. which is the front property line;
  - 2. the permissible height of structures in the airport hazard area;
  - 3. the number of off-street parking spaces when not specifically provided for; and
  - 4. the propriety of accessory buildings on a side property line.
- F. The building official makes recommendations to the director of planning services concerning the compliance of a proposal with the goals and policies of an interim development control area.
- G. In issuing building permits for construction within planned unit developments, the building official may permit minor adjustments of the location or dimensions of buildings, so long as such adjustments do not:
  - 1. exceed the permitted density or the total number of dwelling units authorized in the PUD, or
  - 2. decrease the amount of parking facilities, or
  - 3. permit buildings to be located closer to the site boundary line, or
  - 4. change any points of ingress or egress to the site.

Questions as to whether the adjustment is minor in nature may be referred to the director of planning services for a decision.

H. The building official shall review and approve all proposed amendments to Title <u>17F Construction Standards prior to review by other recommending or decision</u> <u>making bodies within the City of Spokane.</u>

Section 4. That SMC 17C.110.230 is amended to reach as follows:

Section 17C.110.230 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets,

and enhance the appearance of property by providing attractive landscape materials. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

a. forty-two inches high or less, or

b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.110-3.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

- 1. No person may erect or maintain a fence or barrier consisting of or containing barbed, Constantine, or razor wire in the RSF, RTF, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for agricultural, farming or animal uses.
- 2. No person may construct or maintain a fence or barrier charged with electricity in the RSF, RTF, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.
- 3. A fence, wall, or other structure shall not be placed within the public right-ofway without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
- 4. Fence Setbacks.
  - a. Arterial Street.

No fence may be closer than twelve feet to the curb of an arterial street.

b. Local Access Street.

No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

F. Enclosures for Pools, Hot Tubs, and Impoundments of Water((or Ponds)).

1. <u>To protect against potential drowning and near drowning by restricting</u> access to pools, spas, and other impoundments of water, a((A)) person maintaining a swimming pool, hot tub, <del>pond</del> or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence <u>or other barrier as described in the currently adopted edition of the</u> <u>International Swimming Pool and Spa Code((by which the pool or other water</u> feature is enclosed and inaccessible by small children)).

- 2. When a fence is elected as the preferred barrier, the following applies:
  - <u>a.</u> The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
  - <u>b.</u> If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
  - <u>c.</u> No opening, except a door or gate, may exceed four inches in any dimension.
  - <u>d.</u> Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

Section 5. That SMC 17F.030.010 is amended to read as follows:

Section 17F.030.010 Adoption of Standard Codes

- A. Boiler and pressure vessels installed within the city of Spokane shall comply with Sections I, II (Parts A, B, C and D), IV, V, VI, VII, VIII Divisions 1, 2, 3, IX, X, XII and PVHO-1 of the ASME Boiler and Pressure Vessel Code, current edition, together with the addenda thereto. Boilers and pressure vessels shall comply with the editions of the code in effect at the time the equipment was manufactured. (Reference WAC 296-104-200).
- B. The National Board Inspection Code, ((<del>2015</del>))<u>current adopted</u> Edition, with current addenda applies to the alteration, inspection and repair of boilers, unfired pressure vessels and appurtenances in the city.
- C. NFPA 85 Boiler and Combustion Systems Hazards Code current edition (for use with boilers with fuel input ratings of twelve million five hundred thousand BTU per hour or greater. (Reference WAC 296-104-200)
- D. These codes as modified by the additions, deletions and amendments set forth in this chapter, are the boiler and pressure vessel code of the City.
- E. The basis for <u>SMC 17F.030</u> is WAC 296-104 with the exclusion of the unique administrative and fee items unique to Washington State inspectors and their inspection process.

**Section 6.** That SMC 17F.040.010 is amended to reach as follows:

Section 17F.040.010 Adoption of Building Codes and Related Washington State Codes

- A. There is adopted the Washington State Building Code (chapter 19.27 RCW and chapter 19.27A RCW) as modified by chapter 51-50 WAC. Specifically, the code includes the:
  - 1. International Building Code (IBC), ((<del>2015</del>))<u>current adopted</u> Edition, as published by the International Code Council, including Washington State

amendments, ICC/ANSI A117.1 ((<del>2009</del>)), and the ((<del>2015</del>))<u>current adopted</u> <u>Edition</u> International Existing Building Code;

- International Residential Code, ((2015))current adopted Edition (except Part IV – Energy Efficiency, Part VII – Plumbing, and Part VIII – Electrical) as published by the International Code Council, and chapter 51-51 WAC; and Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105;
- 3. International Energy Conservation Code, ((2015))<u>current adopted</u> Edition, chapter 51-11C and 51-11R WAC.
- B. The codes, standards, and regulations adopted in subsection (A) of this section, as amended by this chapter, constitute the building code of the City of Spokane.

**Section 7.** That SMC 17F.050.010 is amended to read as follows:

Section 17F.050.010 Adoption of the National Electrical Code

- A. The National Electrical Code, ((<del>2017</del>)) <u>current adopted</u> Edition, as published by the National Fire Protection Association, is the electrical code for the City.
- B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296- 46B-907, WAC 296-46B-908, WAC 296-46B-909, and WAC 296-46B- 911) are adopted as amendments and interpretations of the National Electrical Code.
- C. Persons doing electrical work are also required to comply with the state electrical installations laws.
- D. The National Electrical Code is further modified by the local amendments as provided in this chapter.

Section 8. That SMC 17F.060.040 is amended to read as follows:

Section 17F.060.040 Requirements

- A. All new and existing elevators, dumb waiters, escalators, stair climbers, platform lifts, temporary personnel hoists, material lifts and moving walks and alterations must conform to this code.
- B. A sidewalk elevator, or hoist, or a freight elevator, which does not rise above the ground floor must have doors and gates so constructed that the car cannot move until they are closed. A sidewalk hoist must be equipped with safety rods so that it cannot be started until the sidewalk doors are open.
- C. Lock boxes for machine room access may be required by conditions.

- D. Conveyances with uncorrected deficiencies are subject to additional inspections and fees. An elevator inspector may revoke an operating permit and red-tag the conveyance if deficiencies remain uncorrected for one hundred fifty days.
- E. Elevators no longer used or deemed to be unsafe may be ordered to be decommissioned by the City Inspector.
- F. Conveyances to be decommissioned must occur by permit and inspections according to the requirements of ASME 17.1. Failure to decommission a conveyance as directed by the elevator inspector shall result in a class I civil infraction.
- G. <u>Elevators incorporating noncircular elastomeric coated steel suspension members</u> (belt suspension) shall use only fire rated belts tested to UL 62, UL 1581 FT-1 fire rating or equivalent.

Section 9. That SMC 17F.060.060 is amended to read as follows:

Section 17F.060.060 Dangerous Conveyances

- H. Whenever the elevator inspector finds a conveyance or part dangerous or unsafe, the owner must immediately repair, replace or otherwise correct the danger.
- I. No person may:
  - 1. remove, conceal or deface any notice of condemnation posted on a conveyance by the inspector; or
  - 2. operate a conveyance until it has been inspected and approved for operation by the inspector.
  - 3. remove any lock or lock out device that has been placed on a conveyance by an authorized person that is intended to prevent the operation of the conveyance that has been deemed unsafe to operate by that person.
- C. <u>Violation of this section will result in a Class I civil infraction assessed daily until</u> <u>corrected</u>.

Section 10. That SMC 17F.090.010 is amended to read as follows:

Section 17F.090.010 Adoption of International Mechanical Code

The <u>current adopted Editions of the</u> International Mechanical Code (IMC) and the International Fuel Gas Code (IFGC)((<del>, 2015 Editions,</del>)) published by the International Code Council, as modified by chapter 51-52 WAC and the additions, deletions, and amendments set forth in this chapter, are the mechanical code of the City.

**Section 11.** That SMC 17F.100.010 is amended to read as follows:

Section 17F.100.010 Adoption of Uniform Plumbing Code

- A. The Uniform Plumbing Code (UPC), ((2015))current adopted Edition, and related standards published by the International Association of Plumbing and Mechanical Officials, as modified by chapter 51-56 WAC and the additions, deletions, and amendments set forth in this chapter, is the plumbing code of the City.
- B. Portions of the UPC not adopted are:
  - 1. Chapters 12 and 15;
  - 2. Combustion air and venting of appliances in Chapter 5; and
  - 3. Portions of the Code addressing building sewers.
- C. Appendices A, B, and I of the UPC are adopted as part of the code.

Section 12. That SMC 17G.010.200 is amended to reach as follows:

Section 17G.010.200 Application for Worker's License

A. State Licenses, Permits, Certificates.

Electricians and <u>electrical</u> apprentices are certificated by the department of labor and industries under chapter 19.28 RCW. Persons engaged in the craft of installing, altering, repairing and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber must have a certificate issued by the department of labor and industries as provided in chapter 18.106 RCW.

- B. Boiler Operators' and Boiler Inspectors' Licenses.
  - 1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and make written application to the department of building services on prescribed forms.
  - 2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to his qualifications by the board of boiler examiners.
  - 3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
    - a. First class engineer and boiler inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.
    - b. Second class engineer: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.

- c. Third class engineer: One year of practical experience.
- d. Small high-pressure boiler operator: Must pass the prescribed examination.
- e. Low-pressure boiler operator: Must pass the prescribed examination.
- 4. All boiler operation and boiler inspector license holders must renew the license annually by December 31st.
- C. Mechanics' Licenses.
  - 1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and make written application to the department of building services on prescribed forms.
  - The board of gas heating mechanic examiners shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic((, oil burner installer, gas inspector or oil inspector)). The board may similarly examine any applicant for a renewal of such license.
  - 3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
    - Gas heating mechanic I or gas inspector I:((-Successful completion of the Inland Northwest HVAC Association Gas School or three years' experience in gas fitting work or gas service)) No Requirements.
    - b. Gas heating mechanic II or gas inspector II:((<u>Successful</u> completion of an industrial gas school or three years' experience in gas fitting work, other than as an apprentice))<u>Must possess an</u> active Gas Mechanic I license.
  - 4. "Gas fitting work" means the installation, alteration, extension, repair or maintenance, from the outlet of the gas meter, of gas piping, venting and appliances.
  - 5. All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required.
- D. Apprentices.

The building official, with the approval of the appropriate board, may promulgate from time to time rules for the licensing, registration or regulation or apprentices

in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and make written application to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

# F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by his employer certifying the applicant's qualifications, as provided in UFC Section 2402.3.

# **Briefing Paper**

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Public Safety and Community Health Committee		
<b>Division &amp; Department:</b>	Innovation and Technology Services Division	
Subject:	Workers Compensation Claims Management System	
Date:	February 3, 2020	
Author (email & phone):	Peggy Lund, <u>klund@spokanecity.org</u> , 625-6954	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Mike Sloon	
Committee(s) Impacted:	Public Safety and Community Health Committee	
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Safety and Workers Compensation Claims Management System Replacement Project Utilizing Budget Account #5310-73100-94000-56403	
Strategic Initiative:	Sustainable Resources	
Deadline:	Start Date of March 1, 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	i.COMP Workers Compensation Claim Management System implemented	
<u>Background/History:</u> The Safety and Worker's Compensation (WC) department is pursuing a software solution to replace the existing Safety and WC system, iVOS, which is a third party hosted system. WC conducts claims management for the entirety of the City of Spokane. Claim Management includes managing the care for injured workers, providing time loss benefits and returning injured workers to light duty. The current system provides very rudimentary safety features, manual data entry, limited reporting and no integration to other systems such as Outlook and PeopleSoft. All these manual processes		
hinder timely reporting of incidents and reporting to the State of Washington. As such, a Request for Proposal (#5090-19) was promulgated with the intent to replace. A formal selection process was conducted resulting in a clear front-runner with a company called i.COMP, LLC. Funding will be through the software replacement fund.		
<ul> <li><u>Executive Summary:</u> <ul> <li>Contract with i.COMP, LLC for implementation of City's new Safety and WC Claims Management system.</li> <li>Requesting \$73,363.20 including tax for implementation, conversion, integration, training and licensing.</li> </ul> </li> </ul>		

Project implementation duration is estimated to be 15 weeks

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<ul> <li>Costs include software support from 3/1/2020 through 2/28/2021.</li> </ul>
Budget Impact:
Approved in current year budget? 🔲 Yes 📕 No
Annual/Reoccurring expenditure? Yes No
If new, specify funding source: 5310 IT Unappropriated Reserves
Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact:
Consistent with current operations/policy? 🛛 🗖 Yes 🔲 No
Requires change in current operations/policy?

Specify changes required: Known challenges/barriers:

# **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:	February 3, 2020	
Contact (email & phone):	Chris Averyt, <u>caveryt@spokanecity.org</u> , 625-6540	
City Council Sponsor:		
Executive Sponsor:	Scott Simmons, Director, Public Works	
Committee(s) Impacted:	Public Safety & Community Health Committee/Public Infrastructure, Environment and Sustainability Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)		
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for this purchase in order to comply with environmental regulations.	
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. On December 16, 2019 bidding closed for ITB 5210-19 for the purchase and delivery of this High Calcium Quicklime. Two responses were received and Pete Lien and Sons, of Rapid City, SD, was the only responsible bidder. Based on an estimated annual usage of 6,000 tons, the price per ton will be \$200.09/ton plus taxes and fuel surcharges. The value blanket will span from March 1, 2020 through February 28, 2022 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).		
<ul> <li>Executive Summary:</li> <li>Value Blanket from ITB 5210-19 for the purchase/delivery of High Calcium Quicklime to the WTE.</li> <li>Annual usage of 6,000 tons at \$200.09/ton plus taxes and surcharges.</li> <li>Period beginning Mar. 1, 2020 through Feb. 28, 2022 with option of 3 additional one-year contract periods.</li> <li>Total cost of \$3M (\$1.5M annually)</li> </ul>		
Budget Impact:         Approved in current year budget?       Yes       No       N/A         Annual/Reoccurring expenditure?       Yes       No       N/A         If new, specify funding source:       Other budget impacts: (revenue generating, match requirements, etc.)		

Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:



# **Briefing Paper**

Public Safety and Community Health Committee
--

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal	
Subject:	Mechanical Repairs at the Waste to Energy Facility	
Date:	February 3, 2020	
Contact (email & phone):	Chris Averyt, <u>caveryt@spokanecity.org</u> , 625-6540	
City Council Sponsor:		
Executive Sponsor:	Scott Simmons, Director, Public Works	
Committee(s) Impacted:	Public Safety and Community Health Committee/Public	
committee(s) impacteu.	Infrastructure, Environment and Sustainability Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)		
Strategic Initiative:	Innovative Infrastructure-Managing our assets	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract to allow for uninterrupted emergency and scheduled mechanical work at the WTE	
Background/History: The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. In response to RFB #4337-17, on March 13, 2017, the City received bids from contractors qualified to perform these mechanical repairs to plant equipment and infrastructure. Knight Construction & Supply, Inc., which is a local business, was the only bidder. This is the third of four (4) extensions with cost to OPR 2017-0257 which runs from April 1, 2020 through March 31, 2021 and will cost \$1,800,000.00 including taxes.		
<ul> <li>Executive Summary:</li> <li>Extension #3 of 4 with cost to OPR 2017-0257.</li> <li>The term of this extension shall run from April 1, 2020 through March 31, 2021.</li> <li>Cost of the extension for 2020 is \$1,800,000 including taxes.</li> <li>Contractor to provide mechanical repairs at the City's Waste to Energy Facility per RFB #4337- 17.</li> <li>2020 labor rates will be increased to reflect the increase in prevailing wage rates.</li> </ul>		
Budget Impact:         Approved in current year budget?       Yes       No       N/A         Annual/Reoccurring expenditure?       Yes       No       N/A         If new, specify funding source:       Other budget impacts: (revenue generating, match requirements, etc.)         Operations Impact:       Consistent with current operations/policy?       Yes       No       N/A         Requires change in current operations/policy?       Yes       No       N/A         Specify changes required:       Known challenges/barriers:       Known challenges/barriers:		

# Briefing Paper Study Session

Division & Department:	Spokane Police Department	
Subject:	Interlocal Agreement for Joint Use of Public Safety Building	
Date:	2/3/20	
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org, 6287	
City Council Sponsor:	Council Member Lori Kinnear	
Executive Sponsor:	Michael Ormsby and J.C. Lundgren	
Committee(s) Impacted:	Safe and Healthy	
Type of Agenda item:	🛛 Consent 🗌 Discussion 🗌 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan	
Strategic Initiative:	Provide services to insure public safety	
Deadline:	2/3/20	
Outcome: (deliverables, delivery duties, milestones to meet)	Continue joint use of the Public Safety Building by Spokane City and County.	
Executive Summary:		
Provides the outline and ba	sis for continued joint use of the Public Safety Building.	
Budget Impact:		
Approved in current year budget? 🛛 Yes 🗌 No		
Annual/Reoccurring expenditure? 🛛 Yes 🗌 No		
If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact:		
Consistent with current operat	ions/policy? 🛛 Yes 🗌 No	
Requires change in current operation		
Specify changes required: Know		

### SPOKANE COUNTY-CITY JOINT USE INTERLOCAL AGREEMENT REGARDING SHARING OF THE PUBLIC SAFETY BUILDING SPACE FOR SHERIFF AND POLICE SERVICES

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

#### WITNESSETH:

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

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

WHEREAS, Spokane County is the owner of the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the "PSB"; and

WHEREAS, Construction of the PSB was financed by County and City taxpayers for the COUNTY's and CITY's joint use; and

WHEREAS, the PARTIES each occupy certain space in the PSB to provide County Sheriff Services and City Police Services and desire to jointly share in the building's maintenance/operation, security, and insurance costs.

**NOW THEREFORE,** for and in consideration of the mutual promises set forth hereinafter and as authorized in the above-referenced recitals which are incorporated herein by reference, the PARTIES do hereby agree as follows:

#### SECTION NO.1 PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES understanding as to the sharing of costs for the maintenance/operation, security, and insurance of the PSB.

#### SECTION NO. 2 TERM/TERMINATION

The term of this Agreement shall commence as of January 1, 2019, and run through December 31, 2023. The Agreement will automatically renew after the initial term for one (1) year time frames Page 1 of 10

commencing January 1<sup>st</sup> and running through December 31<sup>st</sup> unless one of the PARTIES gives at least six (6) months written notice prior to the end of the initial term or any renewal thereafter of its intent not to renew.

# SECTION NO. 3 COUNTY OBLIGATIONS

The COUNTY shall provide all maintenance/operation, security and insurance for the PSB.

- A. For purposes of this Agreement, the terminology "maintenance/operation" shall mean keeping the PSB in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components. Providing utility services to the PSB, including but not limited to those for sewer, water, gas, electricity, telephone, heat, cooling, janitorial, and refuse service.
- B. For purposes of this Agreement, the terminology "security" shall mean internal and external personnel and/or equipment as well as modifications to either as may be required by the Board of County Commissioners consistent with statutes or security needs identified by the Spokane County Campus Security Committee.
- C. For purposes of this Agreement, the terminology "insurance" shall mean risk-transfer mechanism that ensures full or partial financial compensation for the loss or damage caused by event(s) that are beyond the control of the insured party.

### SECTION NO. 4 PSB SPACE SHARING

Every January 1<sup>st</sup>, commencing with 2019, the COUNTY and the CITY will perform a walk-through of the PSB and record the square footage usage of the PSB by all occupants of the building, including but not limited to the CITY for Police Services and the COUNTY for Sheriff Services, as well as the square footage usage of the PSB that is shared by CITY Police Services and COUNTY Sheriff Services. This information will be entered in the annual County Full Cost Allocation Plan.

The PARTIES recognize that minor adjustments in square footage utilization may occur from time to time throughout a calendar year and agree that minor adjustments in square footage utilization of less than ten (10) percent will be recorded during the subsequent annual walk-through of the PBS. The PARTIES further agree that they may discuss square footage adjustments of ten (10) percent or greater and may mutually agree by written memorandum of the PARTIES representatives to make shared cost adjustments during a calendar year.

# SECTION NO. 5 PSB COST SHARING

The PARTIES shall share the costs of the PSB maintenance/operation, security and insurance items outlined in SECTION NO. 3 COUNTY OBLIGATIONS. Annual expenses are calculated separately for the PSB and entered in the County Full Cost Allocation Plan. The County Full Cost Allocation Page 2 of 10

Plan allocates the PSB's annual expenses including indirect costs calculated in the plan to the occupants of the PSB based on the relative square foot percentage of the PARTIES occupancy of the PSB as determined in SECTION NO. 4 PSB SPACE SHARING.

A. Annual maintenance/operation costs for the PSB include but are not limited to:

- 1. Building Depreciation Depreciation for improvements to the PSB.
- 2. Facilities Maintenance PSB Janitorial, utilities, fire inspection, HVAC, etc.
- 3. Steam Plant Climate control for the PSB.

B. Annual security costs for the PSB include but are not limited to:

- 1. Campus Security and Employee ID PSB security personnel, security software/hardware, and issuance of access ID cards.
- 2. Campus Security Outside Night PSB nighttime security patrol.
- C. The annual insurance premium for the PSB is provided by the County's Risk Manager.

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

# SECTION NO. 6 RECONCILIATION AND PAYMENT

The PSB Costs billed to the CITY for City Police use of the PSB shall be the total of the amounts outlined in SECTION NO. 5 above. These costs will be calculated by September 30<sup>th</sup> of the subsequent year. The COUNTY will send the CITY an annual invoice as well as a copy of the County Full Cost Allocation Plan by October 5<sup>th</sup>. The CITY will have until October 31<sup>st</sup> to review the billing and submit questions/concerns to the COUNTY in writing regarding the invoice. The COUNTY will have until November 15<sup>th</sup> to respond in writing to CITY questions/concerns. The COUNTY will prepare the final invoice to be sent to the CITY by November 30<sup>th</sup>. The CITY will have until December 15<sup>th</sup> to pay the final amount owing.

At the sole option of the COUNTY a penalty may be assessed on any late payment, in an amount equal to lost interest earnings had the payment been timely paid and invested in the COUNTY's Investment Pool.

For the purposes of this section "in writing" may include electronic email.

# SECTION NO. 7 PARKING

The allocation of costs for the PSB includes thirty-six (36) parking spaces for the City of Spokane Police. Currently, these parking spaces are designated in the fenced parking lot behind the Central Steam Plant, see Exhibit A.

Page 3 of 10

In addition, twenty-two (22) parking spaces in Lot A (Exhibit A) and twenty-two (22) parking spaces in Lot M (Exhibit B) have been designated for the City of Spokane Police. The CITY will pay for twenty-two (22) of the forty-four (44) parking spaces at the same rate a Spokane County Department pays for a parking space on the County Campus and will be subject to the same periodic cost increases as occurs with County departments. The annual cost of the twenty-two (22) parking spaces will be added to the annual settle and adjust process.

All eighty (80) City of Spokane Police parking spaces will be clearly marked for the Spokane Police Department. The COUNTY will make all reasonable efforts to keep the eighty (80) City of Spokane Police parking spaces free of snow and obstacles. The CITY will make all reasonable efforts to move their vehicles when necessary for snow and debris removal. Per Spokane County Parking Policy Number: 380, if a designated City of Spokane Police parking space is not accessible due to snow or obstacles, the vehicle may park in the designated overflow lot.

#### SECTION NO. 8 NOTICE

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

COUNTY:	Chief Executive Officer or his/her authorized representative 1116 West Broadway Avenue Spokane, Washington 99260
CITY:	City Administrator or his/her authorized representative City Hall, Seventh Floor 808 West Spokane Falls Boulevard Spokane, Washington 99201-3303

#### SECTION NO. 9 COUNTERPARTS

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

#### SECTION NO. 10 ASSIGNMENT

Page 4 of 10

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

# SECTION NO. 11 INDEMNIFICATION/HOLD HARMLESS

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

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

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

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

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

COUNTY initials

**CITY** initials

# SECTION NO. 12 RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The PARTIES shall respectively be independent contractors in conjunction with meeting their responsibilities under this Agreement and not the agent or employee of the other party. The PARTIES are interested only in the results to be achieved and the right to control the particular manner, method Page 5 of 10 and means in which the PARTIES obligations are performed is solely within the discretion of the party. Any and all employees of the PARTIES who provide obligations to the other parties under this Agreement shall be deemed employees solely of the party providing the service. The PARTIES shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

### SECTION NO. 13 MODIFICATION

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

# SECTION NO. 14 PROPERTY AND EQUIPMENT

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

# SECTION NO. 15 ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

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

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

#### **<u>SECTION NO. 16</u> DISPUTE RESOLUTION**

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

#### SECTION NO. 17 VENUE STIPULATION

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

Page 6 of 10

provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

# SECTION NO. 18 SEVERABILITY

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

### SECTION NO. 19 HEADINGS

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

# SECTION NO. 20 TIME OF ESSENCE OF AGREEMENT

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

#### SECTION NO. 21 FILING

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

# SECTION NO. 22 EXECUTION AND APPROVAL

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

# SECTION NO. 23 COMPLIANCE WITH LAWS

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

# SECTION NO. 24 NON-DISCRIMINATION

Page 7 of 10

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

### SECTION NO. 25 NO THIRD PARTY BENEFICIARIES

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

### SECTION NO. 26 INSURANCE

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

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

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

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

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either **Page 8 of 10** 

entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### SECTION NO. 27 SUPERSEDES

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

#### SECTION NO. 28 RCW 39.34 REQUIRED CLAUSES

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

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

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Al FRENCH, Chair

JOSH KERNS, Vice-Chair

Ginna Vasquez Clerk of the Board

MARY L. KUNEY, Commissioner

Page 9 of 10

ATTEST:

DATED:	CIT	Y OF SPOKAN	Е	
	By:			
Attest:	Title	ð:		
City Clerk				
Approved as to form:				
City Attorney / Assistant				
				+2

# Briefing Paper Study Session

Division & Department:	City Legal/City Prosecutor	
Subject:	Interlocal Agreement for Funding Mental Health Court	
Date:	2/3/20	
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org, 6287	
City Council Sponsor:	Council Member Lori Kinnear	
Executive Sponsor:	Michael Ormsby	
Committee(s) Impacted:	Safe and Healthy	
Type of Agenda item:	🛛 Consent 🗌 Discussion 🗌 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan	
Strategic Initiative:	Provides alternatives to incarnation for those who commit	
	misdemeanor crimes.	
Deadline:	2/3/20	
Outcome: (deliverables, delivery duties, milestones to meet)	Provides a formula payment by Spokane County to the City of Spokane for Mental Health Court services.	
Executive Summary:		
	County for prosecutor and defense services, based on the	
number of individuals referr	ed from each entity.	
Budget Impact:		
Approved in current year budg		
Annual/Reoccurring expenditure? 🛛 Yes 🗌 No		
If new, specify funding source:	a concrating match requirements ats)	
Operations Impact:	e generating, match requirements, etc.)	
	ions/policy? 🗌 Yes 🖂 No	
Consistent with current operations/policy? $\Box$ Yes $\boxtimes$ NoRequires change in current operations/policy? $\Box$ Yes $\boxtimes$ No		
Specify changes required: Knov		

This changes the formula for reimbursement by Spokane County to the Public Defender and Prosecutors offices of the City and County of Spokane. Reimbursement going forward will be based on the number of cases for each entity. In the recent past, this has typically been 2/3 of participants from the County and 1/3 for the City, which will reduce funding to the City.

## SPOKANE REGIONAL MENTAL HEALTH COURT INTERLOCAL AGREEMENT (January 1, 2020 - December 31, 2029)

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

#### WITNESSETH:

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

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender. Additionally, pursuant to Article XVII of the CITY Charter, the CITY has established a Spokane Municipal Court (the "Municipal Court") having such jurisdiction and powers as set forth therein; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, county legislative authorities, without a vote of the electorate, have the authority to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected therefrom to be used solely for the purpose of providing operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. The terminology "program and services" includes, but is not limited to, treatment services, case management, transportation, and housing that are a component of a coordinated chemical dependency or mental health treatment program or service. The Board of County Commissioners of Spokane County, Washington (the "Board" or the "Board of County Commissioners") placed before the electorate of Spokane County, Washington an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009. Subsequent thereto, Page 1 of 15

and based on the advisory ballot proposition results, the Board of County Commissioners adopted Ordinances *renewing* the one tenth of one-percent sales and tax authorized under RCW 82.14.460 (1) for an additional five (5) year time frame commencing at 12:01 a.m. on April 1, 2009, and terminating on midnight March 31, 2014, under Resolution No. 08-1071; (2) for an additional five (5) year time frame commencing 12:01 a.m. on April 1, 2009, and terminating on midnight March 31, 2014, under Resolution No. 08-1071; (3) for an additional five (5) years and nine (9) month time frame commencing 12:01 a.m. on April 1, 2014, and terminating on midnight December 31, 2019, under Resolution No. 13-0964; and (4) most recently for an additional ten (10) year time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029, under Resolution No. 19-1074; and

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

WHEREAS, the COUNTY is desirous of making revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 19-1074, collected for the time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029, available to the CITY which the CITY will use to participate in the Spokane Regional Mental Health Court provided by the Spokane County District Court through actions/services of the CITY's Municipal Court, CITY'S Public Defender and CITY's Prosecutor under certain terms and conditions set forth in the Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter and the above recitals which are adopted by reference herein, the PARTIES agree as follows:

#### SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Spokane Regional Mental Health Court with moneys made available by the COUNTY from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, collected for the time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029.

#### SECTION NO. 2: TERM

This initial term of the Agreement shall be from January 1, 2020, through December 31, 2020.

The Agreement will automatically renew, after the initial term, for additional one (1) year terms, commencing on January 1<sup>st</sup> and running through December 31<sup>st</sup> of each subsequent calendar year, up to a maximum renewal ending December 31, 2029. Provided, however, any party for any reason whatsoever may terminate the Agreement by giving at least one hundred and twenty (120) days written Notice of Termination to the other PARTIES and all other signatories prior to the end of any term of its intent not to renew for a subsequent term. For example, if the CITY desires not to renew for calendar year 2021, it would have to notify the other PARTIES and other signatories prior to October 1, 2020. PROVIDED, further, in the event of such termination, the CITY, at the sole option Page 2 of 15

of the CITY PUBLIC DEFENDER, will continue to provide defense services for any individual who has been accepted into and remains in the Spokane Regional Mental Health Court and who the CITY represented on behalf of the CITY PUBLIC DEFENDER until that individual has completed the Spokane Regional Mental Health Court or been terminated by the Spokane Regional Mental Health Court. Provided, after the date of Notice of Termination the CITY PUBLIC DEFENDER is not obligated to provide defense services for any individual who has not been accepted into the Spokane Regional Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.19-1074. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 19-1074 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to provide funds to the CITY under the terms of this Agreement. The COUNTY shall give the CITY advance written notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 19-1074. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to the CITY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 19-1074 are less than those projected in any calendar year. Any such reduction will be allocated to the CITY in the same percentage as the reduction in revenues. For example, if revenues from the 1/10<sup>th</sup> of 1% sales and use tax collected under Spokane County Resolution No. 19-1074 are down three (3) percent in any calendar year the Agreement is in effect from the amount the COUNTY budgeted in that year, the CITY's funding for that calendar year will be reduced three (3) percent from the maximum amount granted under this Agreement for that calendar year. In such circumstance, the COUNTY agrees to give the CITY thirty (30) days advance written notice of any reduction in funding.

Ninety (90) days prior to the termination of this Agreement, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the COUNTY Public Defender back to the COUNTY Public Defender.

# SECTION NO. 3: RESPONSIBILITIES OF PARTIES

# A. FUNCTIONS OF THE CITY WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

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

- 1) City Municipal Court Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Spokane Regional Mental Health Court,

Page 3 of 15

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

# B. FUNCTIONS OF THE COUNTY PROSECUTOR WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

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

# C. FUNCTIONS OF THE COUNTY PUBLIC DEFENDER WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

- 1) Employ and house County Public Defender(s) and necessary staff to be assigned to the Spokane Regional Mental Health Court. The County Public Defender and necessary staff shall represent the interests of indigents which the County Public Defender is required to represent in conjunction with the Spokane Regional Mental Health Court.
- 2) Specially authorize, as provided by law, that Assistant Public Defender(s) hired by the CITY under the terms of this Agreement and assigned to the Spokane Regional Mental Health Court to represent the interests of indigents which the CITY is required to represent can also, if needed, represents the interests of indigents which the County

Page 4 of 15

Public Defender is required to represent in conjunction with the Spokane Regional Mental Health Court to facilitate Spokane Regional Mental Health Court proceedings.

3) If the CITY and COUNTY are both representing a client in cases, the County Public Defender shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County Public Defender agree is in the best interests of the defendant.

# D. FUNCTIONS OF THE COUNTY WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

- 1) Provide funding to the CITY to be determined as set forth in SECTION NO. 4 hereinafter, solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to support the functions of the CITY with respect to the Spokane Regional Mental Health Court as set forth in subsection A above.
- 2) Provide funding to the County Prosecutor and County Public Defender annually through a budgetary appropriation, solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to support their respective functions as set forth in subsections B and C above.

# E. LIMITED RESOURCES / COOPERATION:

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

#### SECTION NO. 4: COMPENSATION

The CITY shall not have to invoice the COUNTY for reimbursement under the terms of this Agreement, Instead, the COUNTY will calculate the CITY'S manual Maximum Reimbursement as provided for in the methodology set forth in Attachment "A", attached hereto and incorporated herein by reference, in January of each year this Agreement is in effect.

Page 5 of 15

The COUNTY shall reimburse the CITY at the annual Cost Per Case as calculated in Attachment "A", on a quarterly basis, by the end of the month following each quarter, for the actual number of City Spokane Regional Mental Health Court Cases tracked by Spokane County District Court for that year. Currently these cases are tracked in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings". The annual amount reimbursed shall not exceed the Maximum Reimbursement amount calculated in Attachment "A" for the given calendar year.

# **<u>SECTION NO. 5:</u>** AGREEMENT TO BE FILED

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

#### **SECTION NO. 6:** MAINTENANCE OF RECORDS

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

#### **SECTION NO. 7: ADMINISTRATION**

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

#### **SECTION NO. 8: PROPERTY UPON TERMINATION**

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

#### SECTION NO. 9: LIABILITY

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

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

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S negligence or Page 6 of 15

breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, its officers and employees.

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

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

Each PARTY's duty to indemnify shall survive the termination or expiration of the Agreement. Each PARTY waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

#### SECTION NO. 10: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY or other signatories at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

COUNTY:	Chief Executive Officer or his/her authorized representative 1116 West Broadway Avenue Spokane, Washington 99260
CITY:	City Administrator or his/her authorized representative City Hall, Seventh Floor 808 West Spokane Falls Boulevard Spokane, Washington 99201-3303
Copies:	City Public Defender 824 North Monroe Street Spokane, Washington 99201
	City Prosecutor 909 West Mallon Avenue Spokane, Washington 99201

PROSECUTOR:	Spokane County Prosecuting Attorney 1100 West Mallon Avenue Spokane, Washington 99260
PUBLIC DEFENDER:	Spokane County Public Defender 1033 West Gardner Avenue
	Gardner Court Building Spokane, Washington 99260

#### SECTION NO. 11: INSURANCE

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

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

Page 8 of 15

approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by the COUNTY or CITY respectively.

The COUNTY or CITY may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

# SECTION NO. 12: NON-WAIVER

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

# SECTION NO. 13: HEADINGS

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

#### **SECTION NO. 14:** ENTIRE AGREEMENT

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

#### SECTION NO. 15: MODIFICATION

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

#### SECTION NO. 16: ASSIGNMENT

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

# SECTION NO. 17: SEVERABILITY

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

Page 9 of 15

# SECTION NO. 18: COMPLIANCE WITH LAWS

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

# SECTION NO. 19: NONDISCRIMINATION

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

# **SECTION NO. 20:** VENUE STIPULATION

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

# SECTION NO. 21: COUNTERPARTS

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

# **SECTION NO. 22:** NO THIRD-PARTY BENEFICIARY

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

# **SECTION NO. 23: EXECUTION AND APPROVAL**

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

#### **SECTION NO. 24: DISCLAIMER**

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit any PARTIES authority or powers under law.

# SECTION NO. 25: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Restated Agreement shall have or acquire any interest in the Restated Agreement, or Page 10 of 15

have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Restated Agreement.

# SECTION NO. 26: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. <u>Purpose</u>. See Section No. 1 above.
- B. <u>Duration.</u> See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 7 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 5 above.
- F. <u>Financing.</u> See Section No. 4 above.
- G. <u>Termination</u>. See Section No. 2 above.
- H. Property upon Termination. See Section No. 8 above.

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

BOARD OF COUNTY COMMISSIONERS OF SPOKANE, COUNTY, WASHINGTON

DATED: \_\_\_\_\_

AL FRENCH, Chair

ATTEST:

JOHS KERNS, Vice Chair

Ginna Vasquez Clerk of the Board MARY L. KUNEY, Commissioner

DATED:	CITY OF SPOKANE:
Attest:	By: City Administrator
City Clerk	
Approved as to form:	
Assistant City Attorney	
DATED:	SPOKANE COUNTY PROSECUTING ATTORNEY
	Ву:
	Its:(Title)
DATED:	SPOKANE COUNTY PUBLIC DEFENDER
	Ву:
	Its:(Title)

#### **ATTACHMENT "A"**

# METHODOLOGY USED TO CALCULATE THE CITY'S ANNUAL MAXIMUM REIMBURSEMENT AMOUNT FOR SPOKANE REGIONAL MENTAL HEALTH COURT AND THE CITY'S ANNUAL COST PER CASE REIMBURSEMENT RATE FOR SPOKANE REGIONAL MENTAL HEALTH COURT

The following steps shall be under taken by the COUNTY, through the Department of Budget and Finance, to determine the CITY's annual cost per case reimbursement rate and annual maximum reimbursement amount for the Spokane Regional Mental Health Court services provided under this Agreement:

Step 1: In January of every year this Agreement is in effect, the Department of Budget and Finance will calculate the total amount of money allocated from the Mental Health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to the approved budgets of the SPOKANE COUNTY PROSECUTING ATTORNEY and SPOKANE COUNTY PUBLIC DEFENDER ("Total Budgeted Amount"). This Total Budgeted Amount is allocated when the Board of County Commissioners adopts a budget in December of each calendar year effective for the subsequent calendar year.

For example, as shown in the illustration to follow, in December 2018, the Board of County Commissioners adopted a 2019 budget for all County departments and all elected officials for calendar year 2019. The adopted 2019 budget identified and allocated to the SPOKANE COUNTY PROSECUTING ATTORNEY and SPOKANE COUNTY PUBLIC DEFENDER the amount of money each office would receive respectively from the Mental Health one-tenth of one percent sales and use tax for their responsibilities as set forth in this Agreement with respect to the Spokane Regional Mental Health Court, namely:

SPOKANE COUNTY PROSECUTING ATTORNEY-	\$114,280
SPOKANE COUNTY PUBLIC DEFENDER-	\$125,853
For a Total Budgeted Amount of:	\$240,133

Step 2: The Department of Budget and Finance will take the Total Budgeted Amount calculated as provided for in (1) above and divide it by the number of County cases handled by the Spokane County Regional Mental Health Court for the year prior to determine the Cost Per Case. The number of County cases handled by the Spokane County Regional Mental Health Court shall be determined by using the number identified by the Spokane County District Court in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings" or that tool or software program used by the Spokane County District Court to determine the number of cases handled by the Spokane County Regional Mental Health Court.

For example, as shown in the illustration to follow the Department of Budget and Finance took the Total Budgeted Amount as calculated in (1) above for 2019, i.e. \$240,133 and divided it by the number of County cases handled by the Spokane County Regional Mental Health

Court for 2018, i.e. 202. The resulting amount of \$1,189 represents the 2019 cost per case cost for handling Spokane Regional Mental Health Court cases ("Cost Per Case").

Step 3: The Department of Budget and Finance Office will take the Cost Per Case calculated under (2) above and multiply it by the number of City cases handled by the Spokane Regional Mental Health Court in the prior year. The total number of CITY cases handled by the Spokane County Regional Mental Health Court shall be determined by using the number identified by the Spokane County District Court in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings" or that tool or software program used by the Spokane County District Court to determine the number of cases handled by the Spokane County Regional Mental Health Court.

For example, as shown in the illustration to follow the Department of Budget and Finance Office took the Cost Per Case determined under (2), i.e. \$1,189 and multiplied it by the number of City cases handled by the Spokane Regional Mental Health Court for 2018, i.e.101. The resulting amount of \$120,067 represents the Maximum annual reimbursement amount for calendar year 2019 (**"Maximum Reimbursement"**).

The PARTIES agree that in any calendar year the CITY shall not receive any reimbursement from the COUNTY for providing services under this Agreement is excess of the Maximum Reimbursement for that year.

The COUNTY will reimburse the CITY as provided for in Section No. 4 on a quarterly basis at the Cost Per Case as calculated above up to the **Maximum Reimbursement** as calculated above.

There will not be any annual adjust and settle in the event the CITY exceeds its annual Maximum Reimbursement amount.

(This space intentionally left blank.)

The following is an illustration of how the above methodology would have been applied in calendar 2019 with actual specific Total Budgeted Amounts, Cost Per Case, and Maximum Reimbursement. The methodology will be updated in January of each year this Agreement will be in effect.

# Mental Health Sales Tax Maximum City of Spokane Reimbursement Spokane Regional Mental Health Therapeutic Court 2019 Budget Year

Step 1	Spokane County Adopted 2019 Budget	
	Spokane County Prosecuting Attorney SRMHC Budget	\$ 114,280
	Spokane County Public Defender SRMHC Budget	 125,853
	Total Budgeted Amount:	\$ 240,133
Step 2	Cost per Case	
	Total # of 2018 County SRMHC Cases:	202
	Cost Per Case:	\$ 1,189
Step 3	Maximum Reimbursement	
	Total # of 2018 City SRMHC Cases:	101
	Maximum Reimbursement for 2019 City SRMHC Cases	\$ 120,067

# Briefing Paper Study Session

Division & Department:	Spokane Police Department	
Subject:	Interlocal Agreement for Joint Services for Law Enforcement	
Date:	2/3/20	
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org, 6287	
City Council Sponsor:	Council Member Lori Kinnear	
Executive Sponsor:	Michael Ormsby and J.C. Lundgren	
Committee(s) Impacted:	Safe and Healthy	
Type of Agenda item:	🖾 Consent 🛛 Discussion 🗆 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan	
Strategic Initiative:	Provide services to insure public safety	
Deadline:	2/3/20	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continue to cooperate in the joint operation of certain units and facilities used by both the City Police and County Sheriff Officers	
Executive Summary:		
	continue to operate certain units and facilities.	
Budget Impact:Approved in current year budget?YesNoAnnual/Reoccurring expenditure?YesNoIf new, specify funding source:Other budget impacts: (revenue generating, match requirements, etc.)		
Operations Impact:		
Consistent with current operat	ions/policy? 🛛 🖄 Yes 🔲 No	
Requires change in current operations/policy? 🛛 🛛 Yes 🗌 No		
Specify changes required: Known challenges/barriers:		

## SPOKANE COUNTY-CITY JOINT USE INTERLOCAL AGREEMENT REGARDING THE SHARING OF SHERIFF AND POLICE LAW ENFORCEMENT SERVICES

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

#### WITNESSETH:

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

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

WHEREAS, pursuant to the provisions of RCW 36.28.010, the COUNTY through the Spokane County Sheriff's Office performs certain law enforcement services including among others: Forensic Unit, Air Support Unit and Explosive Disposal; and

WHEREAS, pursuant to the City of Spokane Charter and other legislative authorization, the CITY through the City Police Department performs certain law enforcement services including among others: Police Records, Property Evidence Facility, and Explosive Disposal; and

WHEREAS, the PARTIES each specialize in the services they perform and each desire to provide the above-referenced services to the other and desire to jointly share in these service costs.

**NOW THEREFORE,** for and in consideration of the mutual promises set forth hereinafter and as authorized in the above-referenced recitals which are incorporated herein by reference, the PARTIES do hereby agree as follows:

#### **SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to reduce to writing the PARTIES understanding as to the terms and conditions under which the COUNTY will provide Forensic Unit, Air Support Unit and Explosive Disposal services to the CITY; and the CITY will provide Police Records, Property Evidence Facility, and Explosive Disposal services to the COUNTY.

## **SECTION NO. 2: TERM/TERMINATION**

The term of this Agreement shall commence as of January 1, 2019 and run through December 31, 2023. The Agreement will automatically renew after the initial term for one (1) year time frames commencing January 1<sup>st</sup> and running through December 31<sup>st</sup> unless one of the PARTIES gives at least six (6) months written notice prior to the end of the initial term or any renewal term thereafter of its intent not to renew.

## **SECTION NO. 3: SERVICES AND COST SHARING**

**3.1 Forensic Unit:** COUNTY shall provide Forensic Services to the CITY. All costs associated with Forensics, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on the case count from the current forensics information tracking system.

**3.2 Air Support Unit (ASU):** COUNTY shall provide Air Support Unit (ASU), i.e. helicopter, services to the CITY. All costs associated with the ASU, less any applicable revenue, shall be shared based on the percentage of incidents with ASU call signs from the current incident tracking system.

**3.3 Police Records:** CITY shall provide Police Records Services to the COUNTY. All costs associated with Police Records services, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on case statistics. A case is defined as: the entry of a crime or informational report (often termed a Police Report) and associated supplemental documents into the Law Enforcement Records System under a single, unique case number.

**3.4 Property Evidence Room:** CITY shall provide Property Evidence Room and related services to the COUNTY. All costs associated with the Property Evidence Room, less any applicable revenue and less any space or costs utilized by only one entity, shall be shared based on item counts from the current property room information tracking system.

**3.5 Explosive Disposal:** CITY and COUNTY shall share Explosive Disposal training and operation costs of the shared items that each incur. Shared items may include vehicles, tools and consumable items. Shared costs do not include personnel costs or the cost of equipment issued to individual members. CITY shall pay sixty percent (60%) of shared COUNTY costs. COUNTY shall pay forty percent (40%) of shared CITY costs.

**3.6 Indirect Cost:** The PARTIES agree that a Full Cost indirect rate will be applied to all above "costs".

**3.7 Modification**: The PARTIES acknowledge that services, statistics and specific mutual agreements for items 3.1 through 3.5 above may evolve over time: as such both PARTIES shall review and agree upon services, statistics and specific mutual agreements on an annual basis, no later than June 30<sup>th</sup> of each year prior to the September 30<sup>th</sup> reconciliation and payment per SECTION NO. 4. Any changes to services, statistics or specific mutual agreements will be mutually agreed upon by the SHERIFF and POLICE CHIEF, or his/her designee, and will be used for the September 30<sup>th</sup> reconciliation and payment for the prior year. Current service, statistic and

specific mutual agreement provisos are shown in EXHIBIT 1. This exhibit will be updated no later than June 30<sup>th</sup> of each year, as provided for in this subsection.

#### **SECTION NO. 4: RECONCILIATION AND PAYMENT**

The CITY and the COUNTY shall calculate the cost of the services that they provide to the other entity as outlined in SECTION NO. 3 above. These costs will be calculated by September 30<sup>th</sup> of the subsequent year. Each entity will send an annual invoice with necessary supporting documentation to the other entity by October 5<sup>th</sup>. Each entity will have until October 31<sup>st</sup> to review their respective invoice and submit questions/concerns to the other entity in writing. Each entity will have until November 15<sup>th</sup> to respond in writing to the questions/concerns. The charges will then be netted and the entity with the greatest charges will prepare an invoice to be sent to the owing entity by November 30<sup>th</sup>. The owing entity shall make payment to the receiving entity no later than December 15<sup>th</sup>.

At the sole option of the entity that is owed the money a penalty may be assessed on any late payment, in an amount equal to lost interest earnings had the payment been timely paid and invested in the entity's Investment Pool.

For the purposes of this section "in writing" may include electronic email.

#### **SECTION NO. 5: NOTICE**

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party:

COUNTY:	Chief Executive Officer
	1116 West Broadway Avenue
	Spokane, Washington 99260

CITY: City Administrator City Hall, Seventh Floor 808 West Spokane Falls Boulevard Spokane, Washington 99201

#### **SECTION NO. 6: COUNTERPARTS**

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

## SECTION NO. 7: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party.

# **SECTION NO. 8:** INDEMNIFICATION/HOLD HARMLESS

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

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

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

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

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

COUNTY initials

CITY initials

# **SECTION NO. 9** RELATIONSHIP OF THE PARTIES

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

#### **SECTION NO. 10: MODIFICATION**

This Agreement may be modified by mutual written agreement of the PARTIES.

## SECTION NO. 11: PROPERTY AND EQUIPMENT

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

# SECTION NO. 11: ALL WRITING CONTAINED HEREIN/BINDING EFFECT

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

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

# **SECTION NO. 13: DISPUTE RESOLUTION**

The PARTIES agree that any dispute as to SECTION NO. 3 COST SHARING shall be referred to the CITY Administrator and COUNTY Chief Executive Officer or their assigns for resolution. In the event they are unable to resolve the dispute, it shall be submitted to arbitration. COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the PARTIES. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

# **SECTION NO. 14: VENUE STIPULATION**

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

# SECTION NO. 15: SEVERABILITY

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

#### **SECTION NO. 16:** HEADINGS

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

#### **SECTION NO. 17:** TIME OF ESSENCE OF AGREEMENT

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

#### **SECTION NO. 18:** FILING

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

#### **SECTION NO. 19: EXECUTION AND APPROVAL**

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

# SECTION NO. 20: COMPLIANCE WITH LAWS

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

#### SECTION NO. 20: NON-DISCRIMINATION

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

#### SECTION NO. 21: NO THIRD-PARTY BENEFICIARIES

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

#### **SECTION NO. 22:** INSURANCE

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

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

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

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

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

#### **SECTION NO. 23: SUPERSEDES**

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

# SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- a. **PURPOSE:** See Section No. 1
- b. **<u>DURATION:</u>** See Section No. 2
- c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d. **RESPONSIBILITIES OF THE PARTIES:** See Provisions within Agreement.
- e. AGREEMENT TO BE FILED: See Section No. 17.
- f. **<u>FINANCING</u>**: See provisions within Agreement.
- g. **<u>TERMINATION</u>**: See Section No. 2.

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

DATED:	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON
ATTEST:	AL FRENCH, Chair
Ginna Vasquez Clerk of the Board	JOSH KERNS, Vice-Chair MARY L. KUNEY, Commissioner
DATED:	CITY OF SPOKANE
	By:
Attest:	Title:

City Clerk

Approved as to form:

City Attorney / Assistant

#### **Forensic Unit Cost Sharing Provisos:**

• CITY does not share in the cost of the COUNTY's Digital Forensic Specialist Position.

#### Police Records Cost Sharing Provisos:

• CITY and COUNTY are each responsible for their own public records requests of police records. Provided that, in 2019, the COUNTY will pay the CITY for this service through April 30, 2019. The COUNTY will assume responsibility for their own public records requests of police records on May 1, 2019.

# Property Evidence Room Cost Sharing Provisos:

• CITY and COUNTY agree that the "Vehicle, Tire and Flammable" storage area used primarily by the CITY for vehicle storage, has a de minimis cost impact, and will not be excluded as a cost specific to the CITY.

#### **Explosive Disposal Cost Sharing Provisos:**

No provisos

#### Air Support Unit (ASU) Cost Sharing Provisos:

• CITY and COUNTY agree that the CITY's maximum contribution to the cost of the ASU services will be \$25,000 for 2019.

#### **Other Cost Sharing Provisos:**

No provisos

# Briefing Paper Study Session

Division & Department:	City Legal/City Prosecutor	
Subject:	Interlocal Agreement for Funding Mental Health Court	
Date:	2/3/20	
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org, 6287	
City Council Sponsor:	Council Member Lori Kinnear	
Executive Sponsor:	Michael Ormsby	
Committee(s) Impacted:	Safe and Healthy	
Type of Agenda item:	🛛 Consent 🗌 Discussion 🗌 Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan	
Strategic Initiative:	Provides alternatives to incarnation for those who commit	
	misdemeanor crimes.	
Deadline:	2/3/20	
Outcome: (deliverables, delivery duties, milestones to meet)	Provides a formula payment by Spokane County to the City of Spokane for Mental Health Court services.	
Executive Summary:		
	County for prosecutor and defense services, based on the	
number of individuals referr	ed from each entity.	
Budget Impact:		
Approved in current year budg		
Annual/Reoccurring expenditure? 🛛 Yes 🗌 No		
If new, specify funding source:	a concrating match requirements ats)	
Operations Impact:	e generating, match requirements, etc.)	
	ions/policy? 🗌 Yes 🖂 No	
Consistent with current operations/policy? $\Box$ Yes $\boxtimes$ NoRequires change in current operations/policy? $\Box$ Yes $\boxtimes$ No		
Specify changes required: Knov		

This changes the formula for reimbursement by Spokane County to the Public Defender and Prosecutors offices of the City and County of Spokane. Reimbursement going forward will be based on the number of cases for each entity. In the recent past, this has typically been 2/3 of participants from the County and 1/3 for the City, which will reduce funding to the City.

## SPOKANE REGIONAL MENTAL HEALTH COURT INTERLOCAL AGREEMENT (January 1, 2020 - December 31, 2029)

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

#### WITNESSETH:

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

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender. Additionally, pursuant to Article XVII of the CITY Charter, the CITY has established a Spokane Municipal Court (the "Municipal Court") having such jurisdiction and powers as set forth therein; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, county legislative authorities, without a vote of the electorate, have the authority to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected therefrom to be used solely for the purpose of providing operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. The terminology "program and services" includes, but is not limited to, treatment services, case management, transportation, and housing that are a component of a coordinated chemical dependency or mental health treatment program or service. The Board of County Commissioners of Spokane County, Washington (the "Board" or the "Board of County Commissioners") placed before the electorate of Spokane County, Washington an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009. Subsequent thereto, Page 1 of 15

and based on the advisory ballot proposition results, the Board of County Commissioners adopted Ordinances *renewing* the one tenth of one-percent sales and tax authorized under RCW 82.14.460 (1) for an additional five (5) year time frame commencing at 12:01 a.m. on April 1, 2009, and terminating on midnight March 31, 2014, under Resolution No. 08-1071; (2) for an additional five (5) year time frame commencing 12:01 a.m. on April 1, 2009, and terminating on midnight March 31, 2014, under Resolution No. 08-1071; (3) for an additional five (5) years and nine (9) month time frame commencing 12:01 a.m. on April 1, 2014, and terminating on midnight December 31, 2019, under Resolution No. 13-0964; and (4) most recently for an additional ten (10) year time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029, under Resolution No. 19-1074; and

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

WHEREAS, the COUNTY is desirous of making revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 19-1074, collected for the time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029, available to the CITY which the CITY will use to participate in the Spokane Regional Mental Health Court provided by the Spokane County District Court through actions/services of the CITY's Municipal Court, CITY'S Public Defender and CITY's Prosecutor under certain terms and conditions set forth in the Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter and the above recitals which are adopted by reference herein, the PARTIES agree as follows:

#### SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Spokane Regional Mental Health Court with moneys made available by the COUNTY from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, collected for the time frame commencing 12:01 a.m. on January 1, 2020 and terminating on midnight December 31, 2029.

#### SECTION NO. 2: TERM

This initial term of the Agreement shall be from January 1, 2020, through December 31, 2020.

The Agreement will automatically renew, after the initial term, for additional one (1) year terms, commencing on January 1<sup>st</sup> and running through December 31<sup>st</sup> of each subsequent calendar year, up to a maximum renewal ending December 31, 2029. Provided, however, any party for any reason whatsoever may terminate the Agreement by giving at least one hundred and twenty (120) days written Notice of Termination to the other PARTIES and all other signatories prior to the end of any term of its intent not to renew for a subsequent term. For example, if the CITY desires not to renew for calendar year 2021, it would have to notify the other PARTIES and other signatories prior to October 1, 2020. PROVIDED, further, in the event of such termination, the CITY, at the sole option Page 2 of 15

of the CITY PUBLIC DEFENDER, will continue to provide defense services for any individual who has been accepted into and remains in the Spokane Regional Mental Health Court and who the CITY represented on behalf of the CITY PUBLIC DEFENDER until that individual has completed the Spokane Regional Mental Health Court or been terminated by the Spokane Regional Mental Health Court. Provided, after the date of Notice of Termination the CITY PUBLIC DEFENDER is not obligated to provide defense services for any individual who has not been accepted into the Spokane Regional Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.19-1074. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 19-1074 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to provide funds to the CITY under the terms of this Agreement. The COUNTY shall give the CITY advance written notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 19-1074. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to the CITY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 19-1074 are less than those projected in any calendar year. Any such reduction will be allocated to the CITY in the same percentage as the reduction in revenues. For example, if revenues from the 1/10<sup>th</sup> of 1% sales and use tax collected under Spokane County Resolution No. 19-1074 are down three (3) percent in any calendar year the Agreement is in effect from the amount the COUNTY budgeted in that year, the CITY's funding for that calendar year will be reduced three (3) percent from the maximum amount granted under this Agreement for that calendar year. In such circumstance, the COUNTY agrees to give the CITY thirty (30) days advance written notice of any reduction in funding.

Ninety (90) days prior to the termination of this Agreement, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the COUNTY Public Defender back to the COUNTY Public Defender.

# SECTION NO. 3: RESPONSIBILITIES OF PARTIES

# A. FUNCTIONS OF THE CITY WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

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

- 1) City Municipal Court Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Spokane Regional Mental Health Court,

Page 3 of 15

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

# B. FUNCTIONS OF THE COUNTY PROSECUTOR WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

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

# C. FUNCTIONS OF THE COUNTY PUBLIC DEFENDER WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

- 1) Employ and house County Public Defender(s) and necessary staff to be assigned to the Spokane Regional Mental Health Court. The County Public Defender and necessary staff shall represent the interests of indigents which the County Public Defender is required to represent in conjunction with the Spokane Regional Mental Health Court.
- 2) Specially authorize, as provided by law, that Assistant Public Defender(s) hired by the CITY under the terms of this Agreement and assigned to the Spokane Regional Mental Health Court to represent the interests of indigents which the CITY is required to represent can also, if needed, represents the interests of indigents which the County

Page 4 of 15

Public Defender is required to represent in conjunction with the Spokane Regional Mental Health Court to facilitate Spokane Regional Mental Health Court proceedings.

3) If the CITY and COUNTY are both representing a client in cases, the County Public Defender shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County Public Defender agree is in the best interests of the defendant.

# D. FUNCTIONS OF THE COUNTY WITH RESPECT TO THE SPOKANE REGIONAL MENTAL HEALTH COURT:

- 1) Provide funding to the CITY to be determined as set forth in SECTION NO. 4 hereinafter, solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to support the functions of the CITY with respect to the Spokane Regional Mental Health Court as set forth in subsection A above.
- 2) Provide funding to the County Prosecutor and County Public Defender annually through a budgetary appropriation, solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to support their respective functions as set forth in subsections B and C above.

# E. LIMITED RESOURCES / COOPERATION:

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

#### SECTION NO. 4: COMPENSATION

The CITY shall not have to invoice the COUNTY for reimbursement under the terms of this Agreement, Instead, the COUNTY will calculate the CITY'S manual Maximum Reimbursement as provided for in the methodology set forth in Attachment "A", attached hereto and incorporated herein by reference, in January of each year this Agreement is in effect.

Page 5 of 15

The COUNTY shall reimburse the CITY at the annual Cost Per Case as calculated in Attachment "A", on a quarterly basis, by the end of the month following each quarter, for the actual number of City Spokane Regional Mental Health Court Cases tracked by Spokane County District Court for that year. Currently these cases are tracked in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings". The annual amount reimbursed shall not exceed the Maximum Reimbursement amount calculated in Attachment "A" for the given calendar year.

# **<u>SECTION NO. 5:</u>** AGREEMENT TO BE FILED

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

#### **SECTION NO. 6:** MAINTENANCE OF RECORDS

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

#### **SECTION NO. 7: ADMINISTRATION**

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

#### **SECTION NO. 8: PROPERTY UPON TERMINATION**

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

#### SECTION NO. 9: LIABILITY

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

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

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S negligence or Page 6 of 15

breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, its officers and employees.

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

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

Each PARTY's duty to indemnify shall survive the termination or expiration of the Agreement. Each PARTY waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

#### SECTION NO. 10: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY or other signatories at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

COUNTY:	Chief Executive Officer or his/her authorized representative 1116 West Broadway Avenue Spokane, Washington 99260
CITY:	City Administrator or his/her authorized representative City Hall, Seventh Floor 808 West Spokane Falls Boulevard Spokane, Washington 99201-3303
Copies:	City Public Defender 824 North Monroe Street Spokane, Washington 99201
	City Prosecutor 909 West Mallon Avenue Spokane, Washington 99201

PROSECUTOR:	Spokane County Prosecuting Attorney 1100 West Mallon Avenue Spokane, Washington 99260
PUBLIC DEFENDER:	Spokane County Public Defender 1033 West Gardner Avenue
	Gardner Court Building Spokane, Washington 99260

#### SECTION NO. 11: INSURANCE

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

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

Page 8 of 15

approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by the COUNTY or CITY respectively.

The COUNTY or CITY may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

## SECTION NO. 12: NON-WAIVER

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

## SECTION NO. 13: HEADINGS

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

### **SECTION NO. 14:** ENTIRE AGREEMENT

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

#### SECTION NO. 15: MODIFICATION

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

#### SECTION NO. 16: ASSIGNMENT

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

## SECTION NO. 17: SEVERABILITY

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

Page 9 of 15

# SECTION NO. 18: COMPLIANCE WITH LAWS

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

## SECTION NO. 19: NONDISCRIMINATION

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

## **SECTION NO. 20:** VENUE STIPULATION

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

# SECTION NO. 21: COUNTERPARTS

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

## **SECTION NO. 22:** NO THIRD-PARTY BENEFICIARY

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

## **SECTION NO. 23: EXECUTION AND APPROVAL**

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

#### **SECTION NO. 24: DISCLAIMER**

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit any PARTIES authority or powers under law.

## SECTION NO. 25: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Restated Agreement shall have or acquire any interest in the Restated Agreement, or Page 10 of 15

have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Restated Agreement.

# SECTION NO. 26: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. <u>Purpose</u>. See Section No. 1 above.
- B. <u>Duration.</u> See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 7 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 5 above.
- F. <u>Financing.</u> See Section No. 4 above.
- G. <u>Termination</u>. See Section No. 2 above.
- H. Property upon Termination. See Section No. 8 above.

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

BOARD OF COUNTY COMMISSIONERS OF SPOKANE, COUNTY, WASHINGTON

DATED: \_\_\_\_\_

AL FRENCH, Chair

ATTEST:

JOHS KERNS, Vice Chair

Ginna Vasquez Clerk of the Board MARY L. KUNEY, Commissioner

DATED:	CITY OF SPOKANE:		
Attest:	By: City Administrator		
City Clerk			
Approved as to form:			
Assistant City Attorney			
DATED:	SPOKANE COUNTY PROSECUTING ATTORNEY		
	Ву:		
	Its:(Title)		
DATED:	SPOKANE COUNTY PUBLIC DEFENDER		
	Ву:		
	Its:(Title)		

#### **ATTACHMENT "A"**

## METHODOLOGY USED TO CALCULATE THE CITY'S ANNUAL MAXIMUM REIMBURSEMENT AMOUNT FOR SPOKANE REGIONAL MENTAL HEALTH COURT AND THE CITY'S ANNUAL COST PER CASE REIMBURSEMENT RATE FOR SPOKANE REGIONAL MENTAL HEALTH COURT

The following steps shall be under taken by the COUNTY, through the Department of Budget and Finance, to determine the CITY's annual cost per case reimbursement rate and annual maximum reimbursement amount for the Spokane Regional Mental Health Court services provided under this Agreement:

Step 1: In January of every year this Agreement is in effect, the Department of Budget and Finance will calculate the total amount of money allocated from the Mental Health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 19-1074, to the approved budgets of the SPOKANE COUNTY PROSECUTING ATTORNEY and SPOKANE COUNTY PUBLIC DEFENDER ("Total Budgeted Amount"). This Total Budgeted Amount is allocated when the Board of County Commissioners adopts a budget in December of each calendar year effective for the subsequent calendar year.

For example, as shown in the illustration to follow, in December 2018, the Board of County Commissioners adopted a 2019 budget for all County departments and all elected officials for calendar year 2019. The adopted 2019 budget identified and allocated to the SPOKANE COUNTY PROSECUTING ATTORNEY and SPOKANE COUNTY PUBLIC DEFENDER the amount of money each office would receive respectively from the Mental Health one-tenth of one percent sales and use tax for their responsibilities as set forth in this Agreement with respect to the Spokane Regional Mental Health Court, namely:

SPOKANE COUNTY PROSECUTING ATTORNEY-	\$114,280
SPOKANE COUNTY PUBLIC DEFENDER-	\$125,853
For a Total Budgeted Amount of:	\$240,133

Step 2: The Department of Budget and Finance will take the Total Budgeted Amount calculated as provided for in (1) above and divide it by the number of County cases handled by the Spokane County Regional Mental Health Court for the year prior to determine the Cost Per Case. The number of County cases handled by the Spokane County Regional Mental Health Court shall be determined by using the number identified by the Spokane County District Court in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings" or that tool or software program used by the Spokane County District Court to determine the number of cases handled by the Spokane County Regional Mental Health Court.

For example, as shown in the illustration to follow the Department of Budget and Finance took the Total Budgeted Amount as calculated in (1) above for 2019, i.e. \$240,133 and divided it by the number of County cases handled by the Spokane County Regional Mental Health

Court for 2018, i.e. 202. The resulting amount of \$1,189 represents the 2019 cost per case cost for handling Spokane Regional Mental Health Court cases ("Cost Per Case").

Step 3: The Department of Budget and Finance Office will take the Cost Per Case calculated under (2) above and multiply it by the number of City cases handled by the Spokane Regional Mental Health Court in the prior year. The total number of CITY cases handled by the Spokane County Regional Mental Health Court shall be determined by using the number identified by the Spokane County District Court in their Business Intelligence Tool in a report titled "MHC Jurisdiction Filings" or that tool or software program used by the Spokane County District Court to determine the number of cases handled by the Spokane County Regional Mental Health Court.

For example, as shown in the illustration to follow the Department of Budget and Finance Office took the Cost Per Case determined under (2), i.e. \$1,189 and multiplied it by the number of City cases handled by the Spokane Regional Mental Health Court for 2018, i.e.101. The resulting amount of \$120,067 represents the Maximum annual reimbursement amount for calendar year 2019 (**"Maximum Reimbursement"**).

The PARTIES agree that in any calendar year the CITY shall not receive any reimbursement from the COUNTY for providing services under this Agreement is excess of the Maximum Reimbursement for that year.

The COUNTY will reimburse the CITY as provided for in Section No. 4 on a quarterly basis at the Cost Per Case as calculated above up to the **Maximum Reimbursement** as calculated above.

There will not be any annual adjust and settle in the event the CITY exceeds its annual Maximum Reimbursement amount.

(This space intentionally left blank.)

The following is an illustration of how the above methodology would have been applied in calendar 2019 with actual specific Total Budgeted Amounts, Cost Per Case, and Maximum Reimbursement. The methodology will be updated in January of each year this Agreement will be in effect.

# Mental Health Sales Tax Maximum City of Spokane Reimbursement Spokane Regional Mental Health Therapeutic Court 2019 Budget Year

Step 1	Spokane County Adopted 2019 Budget	
	Spokane County Prosecuting Attorney SRMHC Budget	\$ 114,280
	Spokane County Public Defender SRMHC Budget	 125,853
	Total Budgeted Amount:	\$ 240,133
Step 2	Cost per Case	
	Total # of 2018 County SRMHC Cases:	202
	Cost Per Case:	\$ 1,189
Step 3	Maximum Reimbursement	
	Total # of 2018 City SRMHC Cases:	101
	Maximum Reimbursement for 2019 City SRMHC Cases	\$ 120,067

# Briefing Paper Study Session

Division & Department:	Spokane Police Department		
Subject:	Interlocal Agreement for Joint Services for Law Enforcement		
Date:	2/3/20		
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org, 6287		
<b>City Council Sponsor:</b>	Council Member Lori Kinnear		
Executive Sponsor:	Michael Ormsby and J.C. Lundgren		
Committee(s) Impacted:	Safe and Healthy		
Type of Agenda item:	🖾 Consent 🛛 Discussion 🗆 Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan		
Strategic Initiative:	Provide services to insure public safety		
Deadline:	2/3/20		
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continue to cooperate in the joint operation of certain units and facilities used by both the City Police and County Sheriff Officers		
Executive Summary:			
	continue to operate certain units and facilities.		
Budget Impact:         Approved in current year budget?       ✓       Yes       ✓       No         Annual/Reoccurring expenditure?       ✓       Yes       ✓       No         If new, specify funding source:       Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy? $\boxtimes$ Yes $\square$ No			
Requires change in current operations/policy? 🛛 🖾 Yes 🗌 No			
Specify changes required: Known challenges/barriers:			

### SPOKANE COUNTY-CITY JOINT USE INTERLOCAL AGREEMENT REGARDING THE SHARING OF SHERIFF AND POLICE LAW ENFORCEMENT SERVICES

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

#### WITNESSETH:

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

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

WHEREAS, pursuant to the provisions of RCW 36.28.010, the COUNTY through the Spokane County Sheriff's Office performs certain law enforcement services including among others: Forensic Unit, Air Support Unit and Explosive Disposal; and

WHEREAS, pursuant to the City of Spokane Charter and other legislative authorization, the CITY through the City Police Department performs certain law enforcement services including among others: Police Records, Property Evidence Facility, and Explosive Disposal; and

WHEREAS, the PARTIES each specialize in the services they perform and each desire to provide the above-referenced services to the other and desire to jointly share in these service costs.

**NOW THEREFORE,** for and in consideration of the mutual promises set forth hereinafter and as authorized in the above-referenced recitals which are incorporated herein by reference, the PARTIES do hereby agree as follows:

#### **SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to reduce to writing the PARTIES understanding as to the terms and conditions under which the COUNTY will provide Forensic Unit, Air Support Unit and Explosive Disposal services to the CITY; and the CITY will provide Police Records, Property Evidence Facility, and Explosive Disposal services to the COUNTY.

### **SECTION NO. 2: TERM/TERMINATION**

The term of this Agreement shall commence as of January 1, 2019 and run through December 31, 2023. The Agreement will automatically renew after the initial term for one (1) year time frames commencing January 1<sup>st</sup> and running through December 31<sup>st</sup> unless one of the PARTIES gives at least six (6) months written notice prior to the end of the initial term or any renewal term thereafter of its intent not to renew.

### **SECTION NO. 3: SERVICES AND COST SHARING**

**3.1 Forensic Unit:** COUNTY shall provide Forensic Services to the CITY. All costs associated with Forensics, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on the case count from the current forensics information tracking system.

**3.2 Air Support Unit (ASU):** COUNTY shall provide Air Support Unit (ASU), i.e. helicopter, services to the CITY. All costs associated with the ASU, less any applicable revenue, shall be shared based on the percentage of incidents with ASU call signs from the current incident tracking system.

**3.3 Police Records:** CITY shall provide Police Records Services to the COUNTY. All costs associated with Police Records services, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on case statistics. A case is defined as: the entry of a crime or informational report (often termed a Police Report) and associated supplemental documents into the Law Enforcement Records System under a single, unique case number.

**3.4 Property Evidence Room:** CITY shall provide Property Evidence Room and related services to the COUNTY. All costs associated with the Property Evidence Room, less any applicable revenue and less any space or costs utilized by only one entity, shall be shared based on item counts from the current property room information tracking system.

**3.5 Explosive Disposal:** CITY and COUNTY shall share Explosive Disposal training and operation costs of the shared items that each incur. Shared items may include vehicles, tools and consumable items. Shared costs do not include personnel costs or the cost of equipment issued to individual members. CITY shall pay sixty percent (60%) of shared COUNTY costs. COUNTY shall pay forty percent (40%) of shared CITY costs.

**3.6 Indirect Cost:** The PARTIES agree that a Full Cost indirect rate will be applied to all above "costs".

**3.7 Modification**: The PARTIES acknowledge that services, statistics and specific mutual agreements for items 3.1 through 3.5 above may evolve over time: as such both PARTIES shall review and agree upon services, statistics and specific mutual agreements on an annual basis, no later than June 30<sup>th</sup> of each year prior to the September 30<sup>th</sup> reconciliation and payment per SECTION NO. 4. Any changes to services, statistics or specific mutual agreements will be mutually agreed upon by the SHERIFF and POLICE CHIEF, or his/her designee, and will be used for the September 30<sup>th</sup> reconciliation and payment for the prior year. Current service, statistic and

specific mutual agreement provisos are shown in EXHIBIT 1. This exhibit will be updated no later than June 30<sup>th</sup> of each year, as provided for in this subsection.

#### **SECTION NO. 4: RECONCILIATION AND PAYMENT**

The CITY and the COUNTY shall calculate the cost of the services that they provide to the other entity as outlined in SECTION NO. 3 above. These costs will be calculated by September 30<sup>th</sup> of the subsequent year. Each entity will send an annual invoice with necessary supporting documentation to the other entity by October 5<sup>th</sup>. Each entity will have until October 31<sup>st</sup> to review their respective invoice and submit questions/concerns to the other entity in writing. Each entity will have until November 15<sup>th</sup> to respond in writing to the questions/concerns. The charges will then be netted and the entity with the greatest charges will prepare an invoice to be sent to the owing entity by November 30<sup>th</sup>. The owing entity shall make payment to the receiving entity no later than December 15<sup>th</sup>.

At the sole option of the entity that is owed the money a penalty may be assessed on any late payment, in an amount equal to lost interest earnings had the payment been timely paid and invested in the entity's Investment Pool.

For the purposes of this section "in writing" may include electronic email.

#### **SECTION NO. 5: NOTICE**

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party:

COUNTY:	Chief Executive Officer
	1116 West Broadway Avenue
	Spokane, Washington 99260

CITY: City Administrator City Hall, Seventh Floor 808 West Spokane Falls Boulevard Spokane, Washington 99201

#### **SECTION NO. 6: COUNTERPARTS**

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

### SECTION NO. 7: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party.

## **SECTION NO. 8:** INDEMNIFICATION/HOLD HARMLESS

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

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

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

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

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

COUNTY initials

CITY initials

## **SECTION NO. 9** RELATIONSHIP OF THE PARTIES

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

### **SECTION NO. 10: MODIFICATION**

This Agreement may be modified by mutual written agreement of the PARTIES.

### SECTION NO. 11: PROPERTY AND EQUIPMENT

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

# SECTION NO. 11: ALL WRITING CONTAINED HEREIN/BINDING EFFECT

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

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

## **SECTION NO. 13: DISPUTE RESOLUTION**

The PARTIES agree that any dispute as to SECTION NO. 3 COST SHARING shall be referred to the CITY Administrator and COUNTY Chief Executive Officer or their assigns for resolution. In the event they are unable to resolve the dispute, it shall be submitted to arbitration. COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the PARTIES. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

# **SECTION NO. 14: VENUE STIPULATION**

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

## SECTION NO. 15: SEVERABILITY

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

### **SECTION NO. 16:** HEADINGS

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

#### **SECTION NO. 17:** TIME OF ESSENCE OF AGREEMENT

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

#### **SECTION NO. 18:** FILING

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

#### **SECTION NO. 19: EXECUTION AND APPROVAL**

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

# SECTION NO. 20: COMPLIANCE WITH LAWS

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

#### SECTION NO. 20: NON-DISCRIMINATION

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

### SECTION NO. 21: NO THIRD-PARTY BENEFICIARIES

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

#### **SECTION NO. 22:** INSURANCE

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

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

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

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

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

#### SECTION NO. 23: SUPERSEDES

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

# SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- a. **PURPOSE:** See Section No. 1
- b. **<u>DURATION:</u>** See Section No. 2
- c. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d. **RESPONSIBILITIES OF THE PARTIES:** See Provisions within Agreement.
- e. AGREEMENT TO BE FILED: See Section No. 17.
- f. **<u>FINANCING</u>**: See provisions within Agreement.
- g. **<u>TERMINATION</u>**: See Section No. 2.

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

DATED:	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON	
ATTEST:	AL FRENCH, Chair	
Ginna Vasquez Clerk of the Board	JOSH KERNS, Vice-Chair MARY L. KUNEY, Commissioner	
DATED:	CITY OF SPOKANE	
	By:	
Attest:	Title:	

City Clerk

Approved as to form:

City Attorney / Assistant

#### **Forensic Unit Cost Sharing Provisos:**

• CITY does not share in the cost of the COUNTY's Digital Forensic Specialist Position.

### Police Records Cost Sharing Provisos:

• CITY and COUNTY are each responsible for their own public records requests of police records. Provided that, in 2019, the COUNTY will pay the CITY for this service through April 30, 2019. The COUNTY will assume responsibility for their own public records requests of police records on May 1, 2019.

# Property Evidence Room Cost Sharing Provisos:

• CITY and COUNTY agree that the "Vehicle, Tire and Flammable" storage area used primarily by the CITY for vehicle storage, has a de minimis cost impact, and will not be excluded as a cost specific to the CITY.

### **Explosive Disposal Cost Sharing Provisos:**

No provisos

#### Air Support Unit (ASU) Cost Sharing Provisos:

• CITY and COUNTY agree that the CITY's maximum contribution to the cost of the ASU services will be \$25,000 for 2019.

#### **Other Cost Sharing Provisos:**

No provisos

# PS & City Council Meeting February 2020

Division & Demontration	Snakana Dalica Danartmant		
Division & Department:	Spokane Police Department		
Subject:	HP-CMV- High Priority Program – Commercial Vehicle FY20 Grant		
	FMCSA-DOT		
Date:	1/21/20		
Contact (email & phone):	Sgt. John Griffin 835-4587		
City Council Sponsor:			
Executive Sponsor:			
Committee(s) Impacted:	Public Safety & City Council		
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:	February 2020		
Outcome: (deliverables, delivery duties, milestones to	Action Approval to apply for HP-CMV FMCSA-DOT FY20 Grant.		
meet)	Funding		
<b>•</b> 1/10	Projected amount to apply will be approximately \$120,000.00		
Background/History:			

The SPD Traffic Unit would like to apply for the HP-CMV- High Priority Program – Commercial Vehicle FMCSA-DOT FY20 grant in their effort to continue to reduce collisions involving commercial vehicles in City of Spokane. To combat the collision issue, SPD will offer CMV/CDL specific safety class to companies that request assistance to educate drivers on safe driving habits. Funding for this grant may be used for overtime for enforcement, equipment, education, stats, analysis and reporting requirements.

#### Executive Summary:

The goal of the grant is to reduce commercial vehicle collisions involving passenger vehicles in Spokane City. The SPD Commercial Vehicle Officers provide support to all of Spokane County for commercial vehicle enforcement. The increased enforcement and education will reduce aggressive driving and decrease collisions between passenger vehicles and commercial vehicles.

Budget Impact:		
Approved in current year budget?	🖾 Yes 🛛 No	🗆 N/A
Annual/Reoccurring expenditure?	🖾 Yes 🛛 No	🗆 N/A
If new, specify funding source:		

85% of approved budget will come from HP-CMV FMCSA-DOT FY20 with the grant requiring a match of 15% paid out of the general fund.
Operations Impact:
Consistent with current operations/policy? $\square$ Yes $\square$ No $\square$ N/A
Requires change in current operations/policy? 🛛 Yes 🖾 No 🗌 N/A
Specify changes required:
Known challenges/barriers:

# **PSCH Committee Meeting February 2020**

	5 7		
Division & Department:	Spokane Police Department		
Subject:	WASPC Equipment Grant FY20-State & Community Hwy Safety		
Date:	1/21/20		
Contact (email & phone):	Sgt. John Griffin 835-4587		
City Council Sponsor:			
Executive Sponsor:			
Committee(s) Impacted:	Public Safety		
Type of Agenda item:	🖾 Consent 🗌 Discussion 🗌 Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:			
Deadline:	February 2020		
Outcome: (deliverables, delivery duties, milestones to meet)	Action WASPC Traffic Safety Equipment Grant 2020 & purchase equipment.		
Packground / History	Funding Projected amount not to exceed \$25,000.00.		

Background/History:

The Spokane Police Department would like to apply for the 2020 WASPC Traffic Safety Equipment grant. WASPC meets annual to determine funding priorities under this grant and awards are given for Traffic Safety equipment requests where traffic safety enforcement is a high priority. The Spokane Police Department has been awarded grant funds the past seven-years under this grant and was able to purchase sector scanner and printer, sector paper, radar/lidar and FST equipment.

#### Executive Summary:

The goal of the grant is to continue to make traffic safety enforcement a high priority in the City of Spokane. The Spokane Police Department, Traffic Unit and Patrol Division utilize radar/lidar on a daily basis in school zones, hot spot zones, traffic hotline requests, speeding emphasis locations and more. The speed feedback sign will serve as a traffic data collector for analysis. The FST equipment will be used in DUI Enforcement at the location of the DUI. This additional equipment is necessary to continue to support the mission of continuing to keep traffic safety enforcement a high priority in the City of Spokane.

Seeking approval to apply for the WASPC grant FY20 grant and if approved the funds would be awarded in 2020, so this grant purchase would be included in the 2020 SPD budget. The SPD Traffic Unit will learn if awarded the grant by March 2020.

Budget Impact:		
Approved in current year budget?	$\boxtimes$ Yes $\square$ No $\square$	N/A
Annual/Reoccurring expenditure?	$\boxtimes$ Yes $\square$ No $\square$	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?	🛛 Yes 🛛 No	🗆 N/A	
Requires change in current operations/policy?	🗆 Yes 🛛 No	🗆 N/A	
Specify changes required:			
Known challenges/barriers:			

# Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
Subject:	2019-2020 Warming Centers – 527 S Cannon Improvements
Date:	January 22, 2020
Author (email & phone):	Tim Sigler ( <u>tsigler@spokanecity.org,</u> ext. 6055)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	Winter 2019/2020
Outcome: (deliverables, delivery duties, milestones to meet)	To provide safe and warm places for people experiencing homelessness during the upcoming months.
	he City of Spokane updated a decades-old Warming Center Model to bace for people experiencing homelessness during the winter months.
Cannon Street building to be us capacity permanent shelter. To Municipal Code standards befor approved a contract with Rock improvements to open the cent cameras and re-keying the lock 2019. • CHHS seeks approval of special budget ordinant	oved the purchase and sale agreement for the property at 527 South sed as a short term warming center that will transition into a targeted enant improvements are required on the building to meet Spokane ore the warming center can be open to the public. City Council in' DW Construction on November 18, 2019 for necessary tenant oter. Additional improvements are required for safety including security as to the building. The building purchase was completed in December of the Amendment to the Rockin' DW contract and the accompanying the for the safety improvements totaling \$18,465.68, bringing the total 5,063.71 for the tenant improvements included in the original scope
and the amendment so <u>Budget Impact:</u> Approved in current year budg Annual/Reoccurring expenditu	re?
If new, specify funding source: Other budget impacts: None. Operations Impact:	
Consistent with current operat Requires change in current operate Specify changes required: None Kanagan aballances (horrigon) No	erations/policy? 🔲 Yes 🔛 No

Known challenges/barriers: None.

City Clerk's No. OPR 2019-1032



# City of Spokane

# CONTRACT AMENDMENT

# Title: IMPROVEMENTS TO CANNON STREET WARMING CENTER

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ROCKIN' DW CONSTRUCTION**, whose address is PO Box 970, Spokane Valley, Washington 99037 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Public Works Improvements to the Warming Center at 527 South Cannon Street for the City; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

#### 1. CONTRACT DOCUMENTS.

The Contract, dated December 12, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 17, 2019.

#### 3. ADDITIONAL WORK.

The Scope of Work in the original Contract is amended to include that which is outlined in the Contractor's Change Order No. 1 dated December 17, 2019, attached as Exhibit A.

#### 4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTEEN THOUSAND FOUR HUNDRED SIXTY FIVE AND 68/100 DOLLARS (\$18,465.68)**, including applicable tax, for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **SEVENTY FIVE THOUSAND SIXTY THREE AND 71/100 DOLLARS (\$75,063.71)**.

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

# ROCKIN' DW CONSTRUCTION

#### **CITY OF SPOKANE**

Ву		_ By	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Title		Title	
Attest:		Approved as to form:	
City Clerk		Assistant City Attorne	ЭУ

Attachments that are part of this Agreement: Exhibit A - Change Order No. 1 dated December 17, 2019

20-012

Exhibit A



License: ROCKIDC995DT PO Box 970 Spokane Valley WA 99037 509-924-2466

> To: City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201

**Change Order** 

Order#: 1 Order Date: 12/17/2019

Project: 201920 City of Spokane Warming Center 527 S Cannon ST Spokane WA 99201

The contractor agrees to perform and the owner pay for the following changes to this contract.	agrees to	Plans Attached
Ordered By: 1 Daniel Wilson Jr	Customer Order:	Specifications Attached
Description of Work		Amount
Exterior Camera System		14,079.31
Supervision/Truck/tools additional 8 hrs		1,627.30
Gen Req/Con/Insurance and fees		400.00
Add for lockset re-key		849.94
Sales tax for this change order (\$16,956.55) 8.9%		1,509.13
Notes		
CCTV Camera System		
1.Includes 9 each Hikvision 4MP Outside Bullet	Cameras Per Attached Layout	
2.Includes 1 each 16 Channel NVR Recorder		
3.Includes 1 each 17" monitor		
4.Includes complete Conduit System with 1 eac	h Cat5e Cable pulled out to each individual came	ra back to NVR
5.Includes complete install and setup		
Internet and connection by owner		
Monitoring by owner and not included		
Negative changes will lower the overall contract price requiring no additional payment by owner.	Requested Amount of Change	18,465.68
The original Contract Sum was		
Net change by previous Change Orders		
	Drder	
The Contract Sum will be changed by th	is Change Order	18,465.68

The new Contract Sum including	this Change Order will be	75,063.71
The Contract Time will be chang	ed by	0 Days
Owner:	Date:	
Contractor:	Date:	

# Exhibit A

Description of Work	Amount
Continued	Date: 01/06/2020
Change Order	Order: 1

Rack, table and casework/shelving not included See attached layout proposal of camera location. Owner to identify install location of NVR and monitor

Door hardware

• 1 ea. key core installed at front entry (existing)

• 2 ea. new key cores installed into existing handsets at 2 exterior doors (northern most doors along Cannon St.)

• 2 ea. new locking handsets installed in 2 interior doors. These doors are the 2 that separate the sleeping quarters from the rest of the building.

• All of the above to be keyed alike.

• 8 ea. new keys provided numbered 1-8.

• JHH to receive 5 keys if needed but must sign for them. All other to be given back to COS representative. NVR room:

INVR room:

1 ea. new locking handset installed. Keyed separately. Distribution to COS only.

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, 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-	General Fund Unappropriated Reserves	<u>\$ 18,465.68</u>
TO:	0300-53010- 65410-54999	Human Services Other Misc. Charges	<u>\$ 18,465.68</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 a significant and pressing need for funding expanding emergency shelter facilities with needed services to ensure that people experiencing homelessness in Spokane are safe and assisted in obtaining the services they need to exit homelessness, 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

Subject:	
,	Waterworks Brass – Annual Value Blanket Orders
Date:	3 February 2020
Author (email & phone):	Loren Searl, Isearl@spokanecity.org, 625-7851
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	These value blanket orders will support the Water department's 2020 construction and maintenance season by facilitating the purchase of these products on an as-needed basis.
	als at mutual consent not to exceed a total term of five years.
<ul> <li>Executive Summary:</li> <li>Split award recomment</li> </ul>	
Annual Value: \$22 • Ferguson Waterw \$10,000.00 includ • RFQ #5220-20 Waterw	oly (Spokane Valley, WA) – Item 1: Service Brass, Item 3: Ball Valves – 20,000.00 including tax orks (Spokane Valley, WA) – Item 2: Threaded Brass – Annual Value: ing tax orks Brass – Annual Value Blanket enewals included at mutual consent
Annual Value: \$22 • Ferguson Waterw \$10,000.00 includ • RFQ #5220-20 Waterw	20,000.00 including tax orks (Spokane Valley, WA) – Item 2: Threaded Brass – Annual Value: ing tax orks Brass – Annual Value Blanket enewals included at mutual consent et? ☑ Yes □ No re? □ Yes ☑ No

Subject:	Public Works, 4100 Water & Hydroelectric Services
	Coiled Pit Setter Meter Boxes – Annual Value Blanket
Date:	3 February 2020
Author (email & phone):	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent  □ Discussion  □ Strategic Initiative
<b>Alignment</b> : (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	The existing value blanket for these products has expired.
January 10, 2020. Two bids we	This value blanket will support the Water department's 2020 construction and maintenance season by facilitating the purchase of this critical component on an as-needed basis. to Bid #5222-20 was issued on the City's electronic bidding portal on re received by the closing deadline at 1:00pm on January 27, 2020.
	nmended to Core & Main (Spokane Valley, WA) as the low responsive,
responsible bidder. This value include optional annual renewa	nmended to Core & Main (Spokane Valley, WA) as the low responsive, blanket will be valid for one year after Council approval and will als at mutual consent not to exceed a total term of five years.
responsible bidder. This value include optional annual renewa <u>Executive Summary:</u> • Award recommended t • Annual value not to exe • ITB #5222-20 Coiled Pit	blanket will be valid for one year after Council approval and will

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Butterfly Valves – Annual Value Blanket Order
Date:	3 February 2020
Author (email & phone):	Loren Searl, <u>lsearl@spokanecity.org</u> , 625-7851
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	The products have a long lead time; product needs to be ordered ASAP to facilitate installation in Spring 2020.
	This value blanket order will support the Water department's 2020 construction and maintenance season by facilitating the purchase of these products on an as-needed basis. or Quotes #5230-20 is open for bidding on the City's electronic bidding oted until at least 3:00pm on January 28, 2020. Award will
correspondingly be recommen blanket order will be valid for c	ded to the low responsive, responsible bidder. The resulting value one year after Council approval and will include optional annual it to exceed a total term of five years.
RFQ #5230-20 Butterfly	o exceed \$260,000 annually, including tax y Valves – Annual Value Blanket enewals included at mutual consent
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: N/A	re? 🗆 Yes 🗹 No
Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: N/A Known challenges/barriers: N/A	erations/policy? 🗆 Yes 🗹 No

# Briefing Paper Public Safety and Community Health

Division & Department:	Fire
Subject:	Extension of VB for Structural Firefighting Turnouts
Date:	January 28, 2020
Contact (email & phone):	rstrickland@spokanecity.org (509) 625-7004
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	🛛 Consent 🗌 Discussion 🗌 Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Public Safety and Community Health
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Extend current VB for up to one year for purchase of firefighting turnouts ent VB with LN Curtis (VB300722) was approved by the City Council on
2016 was OPR 2016-0120. The be the second and final one-ye brands of turnouts for future p	ars with (2) one-year optional renewals. The Original VB approval in e first renewal was approved by the city council in March 2019. This will ear renewal. We are currently conducting operational testing of several purchase. LN Curtis will extend the VB for one year. The cost will be a se to increase in the price of materials.
<ul> <li>Cost – Total cost for or State sales tax. This in sales tax.</li> </ul>	- This renewal is allowable based on the VB currently in effect. The set of turnouts (coat and pants) will be \$2,680.03, including WA cludes \$1,336.00 for the coat, \$1,125.00 for the pants, and \$219.03 for oduction and delivery is approximately 4-6 weeks for a set of turnouts, 3.
Operations Impact: Consistent with current operat	re? $\boxtimes$ Yes $\square$ No $\square$ N/A         re generating, match requirements, etc.)         sions/policy? $\boxtimes$ Yes $\square$ No
Requires change in current ope Specify changes required: Known challenges/barriers:	erations/policy? □Yes ⊠No □N/A

I INVISION V INCONTRACT	City Council
Division & Department:	
Subject:	Health Care Facility Noise Ordinance
Date:	02/03/2020
Contact (email & phone):	Giacobbe Byrd (gbyrd@spokanecity.org)
City Council Sponsor:	Council Member Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	PSCHC
Type of Agenda item:	Consent Z Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan: "To create a safe, healthy, supportive environment for the City of Spokane residents, business and visitors."
Strategic Initiative:	Safe & Healthy
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	The Health Care Facility Noise Ordinance seeks to protect health care providers and patients.
providers encounter disruption	IS TROM TOURD PARTY INDIVIDUALS TART SOOK TO PROVONT AND INTORTORS WITH
patients seeking health care.	ns from third party individuals that seek to prevent, and interfere with
<ul> <li>patients seeking health care.</li> <li><u>Executive Summary:</u> <ul> <li>This ordinance harmor providers and facilities the city, by providing for penalties for subseque</li> <li>It also emphasizes the at health care facilities</li> <li>In order to allow for m</li> </ul> </li> </ul>	nizes the noise disturbance prohibitions in the context of health care with the noise disturbance provisions applicable generally throughout or civil enforcement for a first violation and escalating criminal ent violations current State of Washington RCW that is in place to prevent disruption ore effective enforcement, this ordinance provides for a private right of
<ul> <li>patients seeking health care.</li> <li><u>Executive Summary:</u> <ul> <li>This ordinance harmor providers and facilities the city, by providing for penalties for subseque</li> <li>It also emphasizes the at health care facilities</li> <li>In order to allow for maction for the enforcer</li> </ul> </li> </ul>	nizes the noise disturbance prohibitions in the context of health care with the noise disturbance provisions applicable generally throughout or civil enforcement for a first violation and escalating criminal ent violations current State of Washington RCW that is in place to prevent disruption
<ul> <li>patients seeking health care.</li> <li><u>Executive Summary:</u> <ul> <li>This ordinance harmor providers and facilities the city, by providing for penalties for subseque</li> <li>It also emphasizes the at health care facilities</li> <li>In order to allow for m action for the enforcer providers can seek app City involvement</li> </ul> </li> </ul>	nizes the noise disturbance prohibitions in the context of health care with the noise disturbance provisions applicable generally throughout or civil enforcement for a first violation and escalating criminal ant violations current State of Washington RCW that is in place to prevent disruption ore effective enforcement, this ordinance provides for a private right of ment of this section, so that health care facilities and health care propriate remedies for violations of this section without the need for
<ul> <li>patients seeking health care.</li> <li><u>Executive Summary:</u> <ul> <li>This ordinance harmor providers and facilities the city, by providing for penalties for subseque</li> <li>It also emphasizes the at health care facilities</li> <li>In order to allow for m action for the enforcer providers can seek app City involvement</li> </ul> </li> <li><u>Budget Impact:</u> Approved in current year budg</li> </ul>	Anizes the noise disturbance prohibitions in the context of health care with the noise disturbance provisions applicable generally throughout or civil enforcement for a first violation and escalating criminal ant violations current State of Washington RCW that is in place to prevent disruption ore effective enforcement, this ordinance provides for a private right of ment of this section, so that health care facilities and health care propriate remedies for violations of this section without the need for et? □ Yes ⊠ No □ N/A
<ul> <li>patients seeking health care.</li> <li><u>Executive Summary:</u> <ul> <li>This ordinance harmor providers and facilities the city, by providing fr penalties for subseque</li> <li>It also emphasizes the at health care facilities</li> <li>In order to allow for m action for the enforcer providers can seek app City involvement</li> </ul> </li> <li><u>Budget Impact:</u> Approved in current year budg Annual/Reoccurring expenditure</li> </ul>	nizes the noise disturbance prohibitions in the context of health care with the noise disturbance provisions applicable generally throughout or civil enforcement for a first violation and escalating criminal int violations current State of Washington RCW that is in place to prevent disruption ore effective enforcement, this ordinance provides for a private right of nent of this section, so that health care facilities and health care propriate remedies for violations of this section without the need for et? □ Yes ⊠ No □ N/A
<ul> <li>patients seeking health care.</li> <li><u>Executive Summary:</u> <ul> <li>This ordinance harmor providers and facilities the city, by providing for penalties for subseque</li> <li>It also emphasizes the at health care facilities</li> <li>In order to allow for m action for the enforcer providers can seek app City involvement</li> </ul> </li> <li><u>Budget Impact:</u> Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source:</li> </ul>	hizes the noise disturbance prohibitions in the context of health care with the noise disturbance provisions applicable generally throughout or civil enforcement for a first violation and escalating criminal ont violations current State of Washington RCW that is in place to prevent disruption ore effective enforcement, this ordinance provides for a private right of ment of this section, so that health care facilities and health care propriate remedies for violations of this section without the need for et? □ Yes ⊠ No □ N/A
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# ORDINANCE NO. C-\_\_\_\_\_

An ordinance clarifying the application of the City's noise disturbance ordinances and provide a private right of action to address noise disturbances; amending section 10.07.060, and enacting a new section 10.08D.145 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

**Section 1.** That section 10.07.060 of the Spokane Municipal Code is amended to read as follows:

# Section 10.07.060 Interference with Health Care Facilities or Providers

A. Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this ((chapter))section.

1. "Aggrieved" means:

- a. <u>A person, physically present at the health care facility when the</u> prohibited actions occur, whose access is or is about to be obstructed or impeded;
- A person, physically present at the health care facility when the prohibited actions occur, whose care is or is about to be <u>disrupted;</u>
- c. The health care facility, its employees, or agents;
- d. The owner of the health care facility or the building or property upon which the health care facility is located.
- 2. "Building" means any structure having a roof or a partial roof supported by columns or walls that is used or intended to be used for shelter or enclosure of persons or objects regardless of the materials of which it is constructed.
- ((1.))<u>3.</u> "Health care facility" means a facility that provides health care services directly to patients, including but not limited to, a hospital, clinic, health care provider's office, health maintenance organization, diagnostic or treatment center, neuropsychiatric or mental health facility, hospice, or nursing home.
- ((2.))4. "Health care provider" has the same meaning as defined in RCW 7.70.020 (1) and (2), and also means an officer, director, employee, or agent of a health care facility who sues or testifies regarding matters within the scope of his or her employment.

- 5. "Health service" means any medical, surgical, laboratory, testing or counseling service relating to the human body.
- 6. "Physical obstruction" means rendering impassable ingress to or egress from a building or rendering passage to or from a building unreasonably difficult or hazardous.
- 3. (("Aggrieved" means:
  - a. A person, physically present at the health care facility when the prohibited actions occur, whose access is or is about to be obstructed or impeded;
  - b. A person, physically present at the health care facility when the prohibited actions occur, whose care is or is about to be disrupted;
  - c. The health care facility, its employees, or agents;
  - d. The owner of the health care facility or the building or property upon which the health care facility is located.))
- B. Prohibition.

It is unlawful for a person except as otherwise protected by state or federal law, alone or in concert with others, to ((willfully))intentionally or recklessly interfere with access to or from a health care facility ((or willfully or)), to intentionally or recklessly disrupt the normal functioning of such facility, or to intentionally interfere with, or attempt to interfere with, any other person's exercise of rights secured by the United States Constitution or laws or of rights secured by the State of Washington including, without limitation, RCW 9.02.100, by:

- 1. Physically obstructing or impeding the free passage of a person seeking to enter or depart from the facility or from the common areas of the real property upon which the facility is located;
- ((Making noise that unreasonably disturbs the peace within the facility))After having been ordered by a law enforcement officer to cease such noise, intentionally making noise that can be heard within a building housing a health care facility and which is intended to cause, or actually causes either:
  - a. <u>Jeopardy to the health of persons receiving health services within</u> <u>the building; or</u>
  - b. <u>interference with the safe and effective delivery of health services</u> within the building.
- 3. Trespassing on the facility or the common areas of the real property upon which the facility is located.
- 4. Telephoning the facility repeatedly, or knowingly permitting any telephone under his or her control to be used for such purpose; or
- 5. Threatening to inflict injury on the owners, agents, patients, employees, or property of the facility or knowingly permitting any telephone under his or her control to be used for such purpose.

- C. <u>A first violation of SMC 10.07.060(C) is a class 1 civil infraction.</u> A <u>second</u> violation of SMC 10.07.060(<u>C) within one calendar year of the first violation</u> is a gross misdemeanor((. <u>A person convicted of violating this section shall be</u> <u>punished</u>))<u>punishable</u> as follows.
  - For a first ((offense))conviction, a fine of not less than ((two hundred fifty))five hundred (\$500) dollars and a jail term of not less than twenty-four (24) consecutive hours;
  - For a second ((offense))conviction, a fine of not less than ((five hundred))seven hundred (\$700) dollars and a jail term of not less than seven (7) consecutive days; and
  - 3. For a third or subsequent ((offense))conviction, a fine of not less than one thousand dollars (\$1,000) and a jail term of not less than thirty (30) consecutive days.
- D. Nothing in this section shall prohibit either lawful picketing or other publicity for the purpose of providing the public with information.
- E. Protection of Health Care Patients and Providers. A court having jurisdiction over a criminal proceeding under this section shall take all steps reasonably necessary to safeguard the individual privacy and prevent harassment of a health care patient or health care provider who is a party or witness in a proceeding, including granting protective orders and orders in limine.
- F. Private right of action. Each person or class of persons aggrieved by a violation of this section by any other person may bring an action against the person(s) violating this section in the Spokane County Superior Court. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.
- G. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

**Section 2.** That there is enacted a new section 10.08D.145 of the Spokane Municipal Code to read as follows:

#### Section 10.08D.145 Private right of action.

A. Each person or class of persons aggrieved by a violation of this chapter by any other person(s) may bring an action against the person(s) violating this section in the Spokane County Superior Court.

B. Upon prevailing, such aggrieved person may be awarded reasonable attorneys' fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages and injunctive relief.

PASSED by the City Council on	·
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective Date

# JUSTICE TASK FORCE

Spokane, WA January 8, 2020

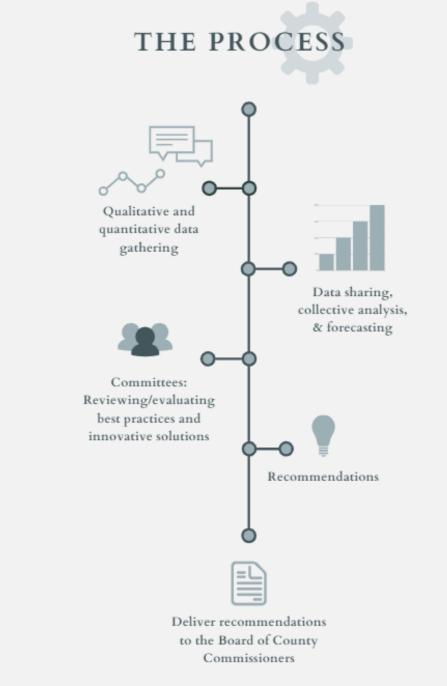


#### TODAY'S AGENDA

- 9:00 9:05 Welcome
- 9:05 9:10 Overview of Process
- 9:10 9:25 Commitment to Guiding Principles
- 9:25 10:10 Review of Recommendations & Committee Updates
- 10:10 10:20 BREAK
- 10:20 11:20 Forecast Modeling
- 11:20 11:45 Cost Analysis
- 11:45 12:15 Vote: Recommendations
- 12:15 12:30 Public Comment and Closing

#### THE PROCESS

- Qualitative Data Gathering & Analysis
  - Interviews with Detention Services officers
  - Four (4) Focus Groups with currently incarcerated individuals (Geiger and Downtown, Men and Women)
  - Community meetings
- Quantitative Data Gathering & Analysis
  - Current jail population
  - Forecast modeling
- Evaluate Evidence-Based Reforms & Recommendations
  - Three (3) Committees: Cost, Community Collaboration, Rethinking Incarceration
- Develop Recommendations to the Board of County Commissioners



### **GUIDING PRINCIPLES**

- We are committed to ensuring the safe and humane treatment and conditions of confinement for everyone that comes into contact with the local justice system (including but not limited to defendants, victims, and staff).
- We recognize that unnecessary pre-trial incarceration actually undermines public safety.
- We are committed to ensuring the rights and safety of victims and survivors of crime, and the broader community.
- Increased investments in rehabilitation and diversion opportunities, especially for individuals in need of behavioral health support, are necessary for the region's safety.
- Increased investments in community-based resources (especially housing and behavioral health treatment) will ultimately improve community safety and well-being.
- We will use data-driven and evidence-based reforms with the goal of reducing crime, decreasing the use of tax payer dollars and increasing community safety.
- We are committed to pursuing a criminal justice system that ensures racial equity and equity across all identities.



Note: The guiding principles have been revised to reflect the feedback of the Justice Task Force provided on January 8, 2020.





I. TARGET POPULATIONS II. TARGETED INVESTIGATIONS

III. TARGETED RECOMMENDATIONS

### TARGET POPULATIONS

Failure to Appear <sup>ı</sup>	Failure to Comply <sup>1</sup>	Behavioral Health <sup>2</sup>	Sentenced <sup>3</sup>	Contract Beds <sup>3</sup>	Multiple Charges <sup>1</sup>	Pre-Trial <sup>3</sup>	Acceptable Risk <sup>3</sup>
<ul> <li>17% of all bookings</li> <li>24% of all releases</li> </ul>	<ul> <li>2% of all bookings</li> <li>4% of all releases</li> </ul>	<ul> <li>59% of people admitted in 2018 had previously received treatment</li> <li>21% admitted for PCS</li> </ul>	• 17% of ADP	• 16% of ADP	• On average, 4.2 charges at booking versus 2 charges at release	• 70% of ADP	<ul> <li>10% held on a bond of less than \$1,000</li> <li>451 people in jail facing non-violent charges or felony drug charges as highest offense</li> </ul>

<sup>1</sup> Source: Jail Bookings and Releases, May 2018 to April 2019

<sup>2</sup> Source: Spokane County CSHCD

<sup>3</sup> Source: Jail Population Snapshot April 2019

Note: FTC admissions include arrests made for warrants issued by the court for probation violations, and may also contain other violations (e.g. failure to complete a court ordered class.)

### TARGET RECOMMENDATIONS

Failure to Appear	Failure to Comply	Behavioral Health	Sentenced	Contract Beds	Multiple Charges	Pre-Trial	Acceptable Risk
<ul> <li>Redesign of Summons</li> <li>Expand Court Date Reminders</li> <li>Expand use of peer supports</li> <li>Resolution at Warrantfest</li> </ul>	<ul> <li>Expand use of peer supports</li> <li>Incentivized probation</li> </ul>	<ul> <li>Invest in community- based resources</li> <li>Expand use of peer supports</li> <li>Limit overnight releases</li> <li>Coordinated Release/Reach- ins</li> <li>Expand Bail Review Pilot</li> </ul>	<ul> <li>Electronic home monitoring</li> <li>Limit overnight releases</li> <li>Coordinated release</li> </ul>			<ul> <li>Supervised release</li> <li>Expand Bail Review Pilot</li> </ul>	<ul> <li>Invest in community- based resources</li> <li>Supervised release</li> <li>Expand Bail Review Pilot</li> </ul>

# JTF VOTING (NOVEMBER)

	Task Force			
Targeted Recommendations	Green	Yellow	Red	Total
Failure to Appear				
Redesign Summons	18			18
Expand Court Date Reminders	18			18
Expand Peer Support	12			12
Resolution at Warrantfest	8	4	1	13
Failure to Comply				
Expand Peer Support	9	1		10
Incentivized Probation	14	2		16
Pre-trial				
Supervised Release	22			22
Expand Bail Review Pilot	8	3		11
Sentenced				
Electronic Home Monitoring	10	2	1	13
Limit Overnight Releases	8	1	1	10
Coordinated Release/Reach Ins	7	4		11
Behavioral Health				
Invest in Community Based Resources	15			15
Expand Peer Support	5	2		7
Limit Overnight Releases		2	1	8
Coordinated Release/Reach Ins	9			9
Expand Bail Review Pilot	9	1	1	11

# COMMUNITY VOTING (NOVEMBER)

	Community			
Targeted Recommendations	Green	Yellow	Red	Total
Failure to Appear				
Redesign Summons	12	2		14
Expand Court Date Reminders	17			17
Expand Peer Support	17	1		18
Resolution at Warrantfest	8	5		13
Failure to Comply				
Expand Peer Support	15	1		16
Incentivized Probation	15	3		18
Pre-trial				
Supervised Release	12	1		13
Expand Bail Review Pilot	14	2		16
Sentenced				
Electronic Home Monitoring	5	7	5	17
Limit Overnight Releases	20		1	21
Coordinated Release/Reach Ins	15			15
Behavioral Health				
Invest in Community Based Resources	18			18
Expand Peer Support	15	1		16
Limit Overnight Releases	9	3		12
Coordinated Release/Reach Ins	8	4		12
Expand Bail Review Pilot	9	1		10

# **COMMITTEE UPDATES**



- Develop Additional Resources for Victims/Survivors of Crime
  - Project Safe Release (Maine)
    - Partnership between Non-profit and Pre-Trial Services that provides services for incarcerated women (shelter, safety planning, assistance with protection orders).
  - Trauma Recovery Center
    - Case workers help coordinate basic services and provide clinical services when treatment ready; team approach that includes peer supports. Referrals from ER's, hotlines, etc.



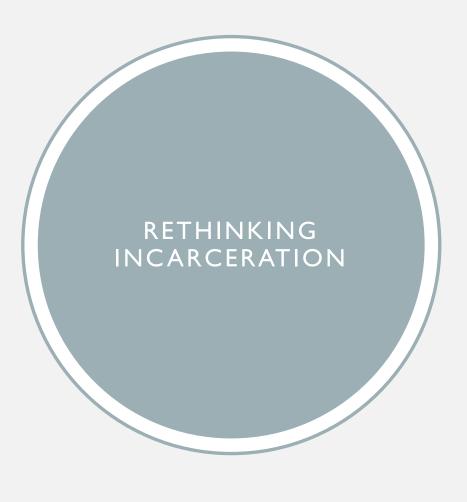
• Improve Citation Forms by:

- Eliminating fine print, jargon, and excessive language wherever possible.
- Reformat the citation so it is more readerfriendly.
- Highlight court date and include day of the week.
- Emphasize with font, formatting, and clear language that a warrant for the individual's arrest may be issued if they fail to appear in court on the scheduled date.
- Include the relevant court's address and an appropriate telephone number for questions.

### COURT CITATIONS: ADDITIONAL INFORMATION

- Court Citations:
  - Produced by SECTOR Application, governed by several state agencies, and maintained by Washington State Patrol.
  - Changes must be approved by the AOC.
    - AOC relies on the Uniform Infraction and Citation Committee to advise on changes (typically due to change in law or reporting requirements).
- Limitations to changes:
  - Size, font, color constraints;
  - Changes to form require training for officers across the state;
  - Cost for printing new ticket books.

- Next Steps:
  - Design and provide mock up to AOC;
  - Explore developing a locally specific form to attach to citations.



#### • Explore Pre-filing Diversion Models

- Oneida, NY: At arraignment, determine three services that would be helpful to the individual (e.g., physician, employment consultation, treatment provider). If individual satisfies appointments, case is dismissed.
  - Designed to enhance stabilization.

#### Support Development of a Court Hotline

 New York, NY: Non-profit operates phone line from 7:00am – 8:00pm (M-F), and 8:00am – 4:00pm (Sat.); staffed by peers.



- Did not recommend expanded electronic monitoring for pre-trial population.
- Did not recommend shifting some criminal offenses to civil infractions.

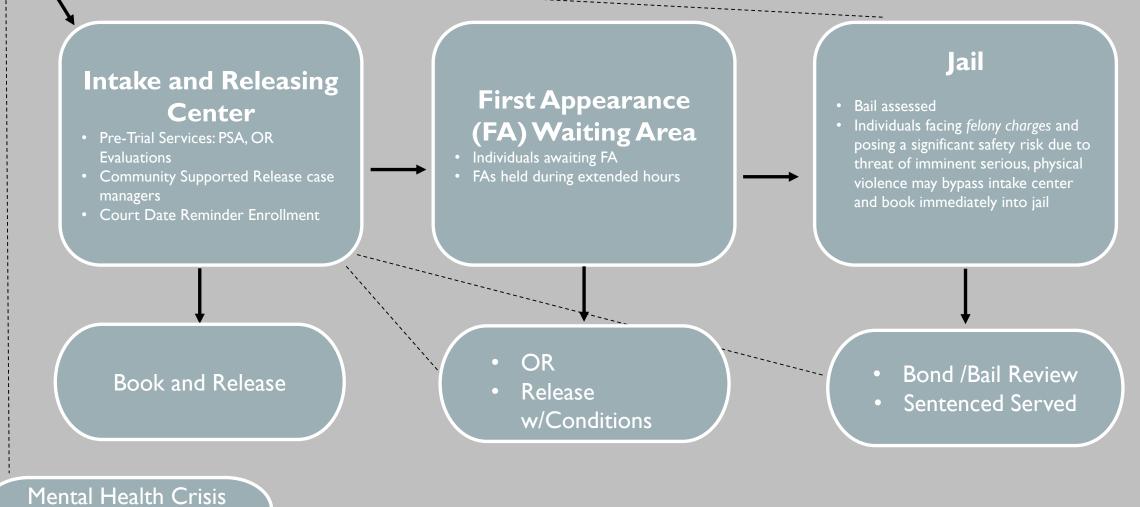


#### • Expand Court Date Reminders

- First phase: all book and releases (by end of January 2020).
- Second phase: all releases at first appearance (tentative deadline for end of February 2020).

# ADDITIONAL UPDATE

#### Intake and Booking Process



Stabilization Facility

Arrest

### BREAK

# JTF VOTING (TODAY)

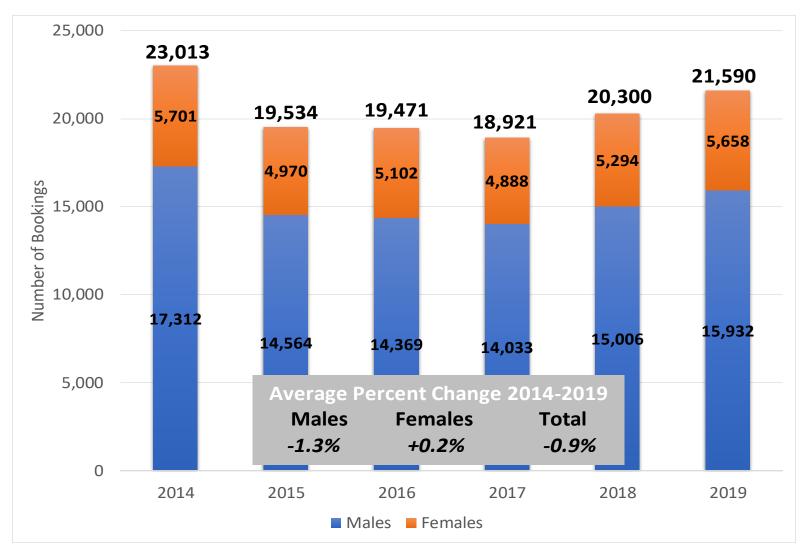
Target Recommendation	Impact to Admissions (annually)	Impact to ADP (annually)
Redesign Summons Expand Court Date Reminders Resolution at Warrantfest Expand Peer Support	-674	-5 beds
Incentivized Probation	-31	-3 beds
Supervised Release	0	- 56 to - 65 beds
Expand Bail Review Pilot	0	-10 beds
Electronic Home Monitoring (sentenced only)	0	-I bed
Limit Overnight Releases	0	0
Coordinated Release/Reach Ins	0	0
Invest in Community-Based Resources	Not calculated	Not calculated
Support implementation of Case Processing Recommendations	0	- 47 beds
NEW: Intake and Releasing Center	-5,650	-3 to -5 beds
NEW: Expand Diversion	-479	-19
NEW: Create Additional Resources for Victims/Survivors	0	0
NEW: Create Court Information Hotline	Not calculated	Not calculated
NEW: Develop Strategies for Additional Populations	Not calculated	Up to -365 beds

Note: "Not calculated" means that a figure could not be calculated for forecasting, however, the initiative could still result in an indirect impact on jail admissions and/or population.

# Spokane County Jail Population Projections

WENDY WARE THE JFA INSTITUTE JANUARY 2020

### Spokane County Jail Bookings 2014-2019



Note: 2019 Booking data is estimated by Spokane County using counts through November 17, 2019

The JFA Institute

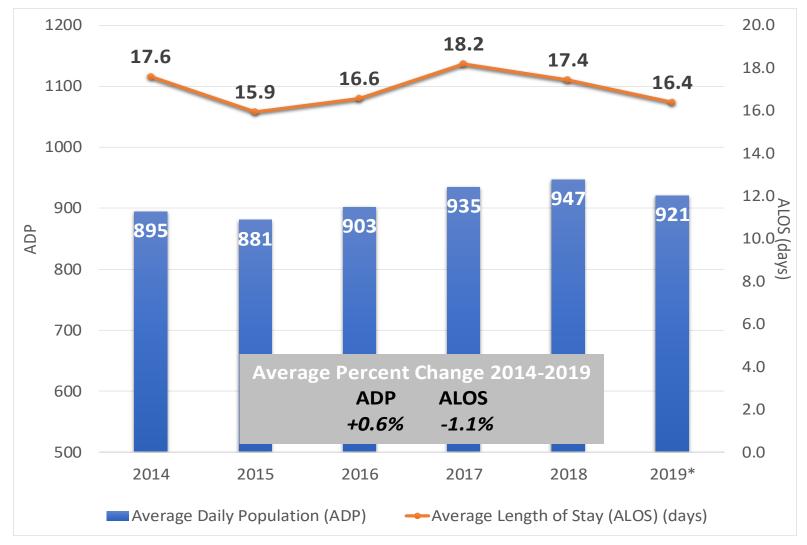
Source: Spokane County

#### Spokane County Jail Average Daily Population (ADP) with High and Low Peaking Factor 2014-2019

Year	Average Daily Population	Low Peaking Factor	High Peaking Factor
2014	895	6%	9%
2015	881	14%	8%
2016	903	11%	7%
2017	935	8%	10%
2018	947	10%	14%
2019*	921	8%	9%

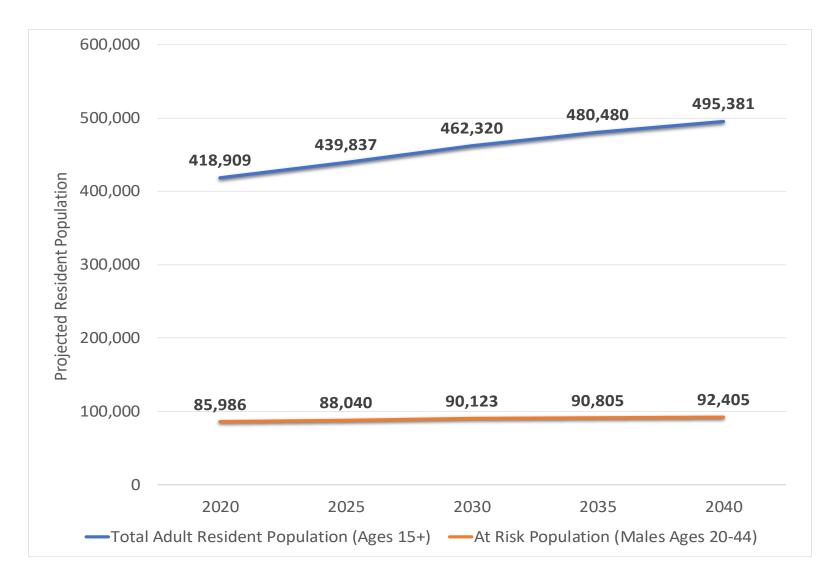
Note: 2019 ADP is through November 17, 2019

#### Spokane County Jail Average Daily Population (ADP) and Average Length of Stay (ALOS) 2014-2019



Note: 2019 ADP is through November 17, 2019; 2019 ALOS is through November 17, 2019

### **Spokane County Resident Population Projections 2020-2040**



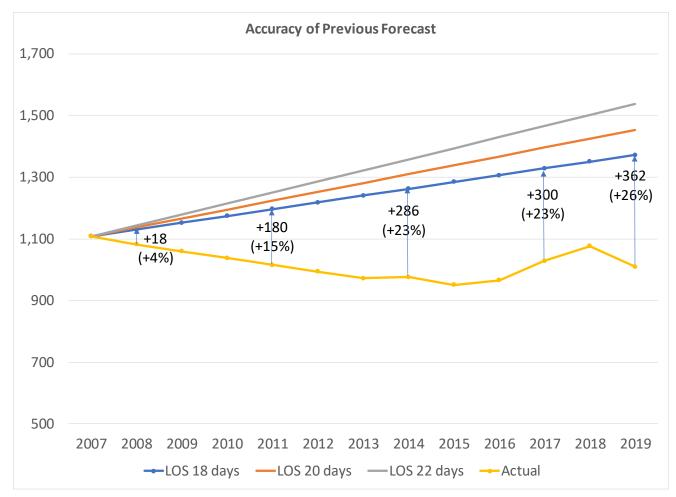
The JFA Institute

Source: Washington Office of Financial Management – Medium Population Forecast (2017)

#### **Previous Spokane County Jail Population Forecast**

- In early 2008, a comprehensive needs assessment and master plan was produced by an outside consultant.
- Spokane data systems were not accessible, and results were based on a sample of 283 bookings into the jail in 2007 and a monthly composite snapshot of the jail population generated over 9 months.
- A forecast was produced based on historical rates of jail admissions, historical jail ADP, and demographic county population trends.
- Recommendations from the report included an early case resolution program, reduced time to case filing, a comprehensive pre-trial program, consolidated adjudication and supervision services, consolidated misdemeanor probation services, and using Geiger Center as a Community Corrections Center.

### **Previous Spokane County Jail Population Forecast**



- Jail population was over projected by 362 people (or 26%) in 2019.
- Forecast was limited by methodology and lack of comprehensive data.

### **New Spokane County Jail Population Forecast Assumptions**

**Simulation Model Assumptions:** 

- Future bookings are projected to grow at an average rate of 0.6% per year through 2030.
- Peaking factor of 8.7% applied to annual forecasted ADP (average peaking factor 2016 2019).
- Assumes consistent LOS of 16.4 days (2019 average LOS).
- Makeup of bookings and releases to remain consistent with profile generated May 2018-April 2019.
- Federal and DOC holds are kept at a constant bed rate throughout the forecast.
- Initiative reductions built into the baseline model and total an estimated reduction of 178 beds on any given day by June 2021 – expected date for full implementation of all initiatives.

### Jail Initiative Impacts: Methodology

**Data Sources:** 

- Data for jail bed impact calculations were derived from the May 2018 - April 2019 dataset.
- Additional data was pulled from other county agencies as needed (i.e., probation, behavioral health, pre-trial releases, etc.).
- Where available, best practices data and current research from other jurisdictions where similar initiatives are being developed were utilized.

**Assumptions:** 

- Impacts were structured based on initiatives and their specifics set forth by the task force.
- Impacts were categorized as either diverting cases from jail, reducing LOS in jail, or both.
- Timing of implementation for each impact is built into projected bed space savings.

### **Targeted Recommendations re. Failure to Appear**

- Four initiatives aim to reduce admissions to jail for FTA violations:
  - **1. Redesign of Citations**
  - 2. Expanded Court Date Reminders
  - **3.** Expanded use of Peer Supports
  - 4. Resolutions at Warrantfest
- Assumptions:
  - A portion of FTA admissions with no other underlying charges or holds will be diverted from jail.
  - Current LOS for FTA only admissions is 2.8 days.
  - Assumed full implementation May 2020 January 2021.
  - Resulting reduction of 674 annual jail bookings and reduction in ADP of 5 beds.

Note: FTA LOS of 2.8 days applies to FTA releases via Bond, Court Order or Own Recognizance only, a subset of the previously reported number.

### **Targeted Recommendations re. Failure to Comply**

- Two initiatives aim to reduce admission to jail for FTC probation violations:
  - **1.** Incentivized Probation
  - 2. Expanded use of Peer Supports
- Due to the typically shorter time until violation, incentivized probation has a modest impact on FTC violations returned.
- Assumptions:
  - Assumes a portion of FTC admissions with no other underlying charges or holds will be diverted from jail.
  - Current LOS for FTC only admissions is estimated at 14 to 30 days.
  - Assumed full implementation January 2021.
  - Resulting reduction of 31 annual jail bookings and reduction in ADP of 3 beds.

Note: FTC admissions include arrests made for warrants issued by the court for probation violations, and may also contain other violations (e.g. failure to complete a court ordered class.) LOS estimates were provided by City and County Probation Departments, respectively.

### **Targeted Recommendations re. Pre-trial Population**

- Pre-trial supervised release aims to reduce LOS for non-violent misdemeanor and felony admissions meeting the following criteria for supervised release from jail while awaiting disposition:
  - **1. Not Domestic Violence Cases**
  - 2. Not Held without Bail, on a hold, or Sentenced to Time Served
  - 3. Not Cases with an Underlying More Serious Charge
- Assumptions:
  - Assumes a portion of pre-trial cases meeting the criteria would have LOS in jail reduced.
  - Assumed LOS reduction of 1.5 days for misdemeanors and 6.2 days for felony releases.
  - Assumed full implementation August 2020.
  - Resulting reduction in ADP of 56 beds.
- Eliminating the domestic violence restriction would result in an additional 9 bed reduction.

#### SJC Initiative: Improve Case Processing

- Based on case processing recommendations for Superior, District, and Municipal courts made by National Center for State Courts (NCSC) and Washington's Advisory Case Processing Time Standards.
- Assumptions:
  - Assumes a portion of cases held in jail through disposition would have LOS in jail reduced.
  - Recommendations will provide reductions of LOS between 3 and 14 days in jail.
  - Assumed full implementation of NCSC recommendations by January 2022.
  - Resulting reduction in ADP of 47 beds.

### **SJC Initiative: Expanded Diversion**

- Pre-trial expanded diversion targets possession of controlled substance (PCS) admissions meeting three criteria:
  - **1. First Time Arrest**
  - 2. PCS is the only Charge
  - 3. No New Arrest for 4 Months
- Assumptions:
  - Assumes a portion of PCS admissions with no other underlying charges or holds will be diverted from jail.
  - Current LOS for PCS only admissions is 14.5 days.
  - Assumed full implementation January 2021.
  - Resulting reduction of 479 annual jail bookings and reduction in ADP of 19 beds.

Note: "PCS only" LOS of 14.5 days applies to PCS releases via Bond, Court Order or Own Recognizance only. This is different to previously reported number where PCS was considered as the "Most Serious" charge and all release reasons were considered.

#### Regional Behavioral Health Initiatives: Bail Review Project, Mental Health Crisis Stabilization Facility, and Mental Health Co-Deployed Teams (WASPC)

- Other efforts include the Mental Heath Crisis Stabilization Facility, Mental Health Co-Deployment Teams/WASPC (4 within the WASPC), and the Bail Review Project.
- Impact includes expanded Bail Review Project currently at one clinician, and Trueblood settlement to build a second mental health crisis stabilization facility.
- Assumed full implementation of Co-Deployment Teams by June 2021 and second mental health crisis stabilization facility by January 2021. Bail Review Project implementation is ongoing.
- Resulting reduction in ADP of 32 beds for 2 mental health crisis stabilization facilities and 20 for the Mental Health Co-Deployed Teams.

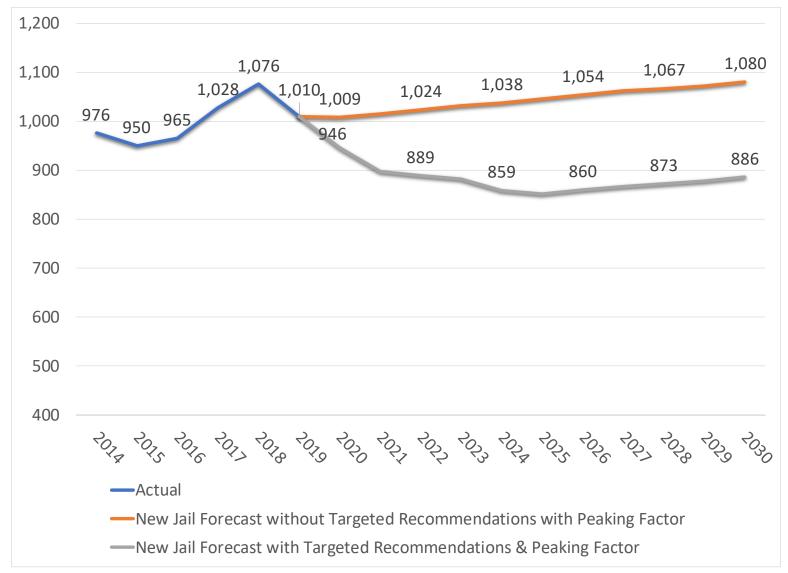
Note: Current information from Trueblood Plaintiff's indicates an expectation that the Trueblood Settlement will fund a second stabilization facility, in addition to the current facility already under development in Spokane County

### **The Bail Project**

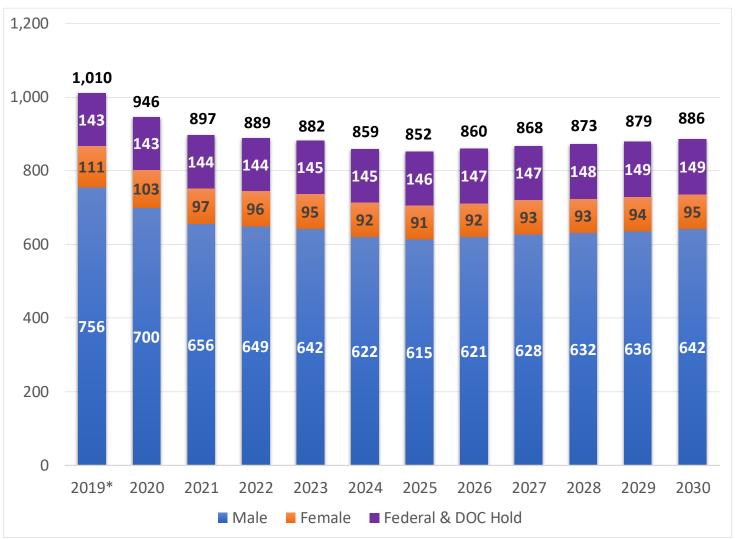
- Private non-profit effort to assist in paying bail for those who cannot pay set bond.
- Assumptions:
  - Assumes a portion of those not making bail will be assisted and released from jail earlier.
  - Current LOS for targeted group is 12 days.
  - Average LOS saving between 3-10 days.
  - Ongoing implementation.
  - Resulting reduction in ADP of 10 beds.

Note: Current LOS and LOS savings provided by the Bail Project.

#### New Spokane County Jail Population Forecast with Targeted Recommendations Compared to Forecast without Targeted Recommendations

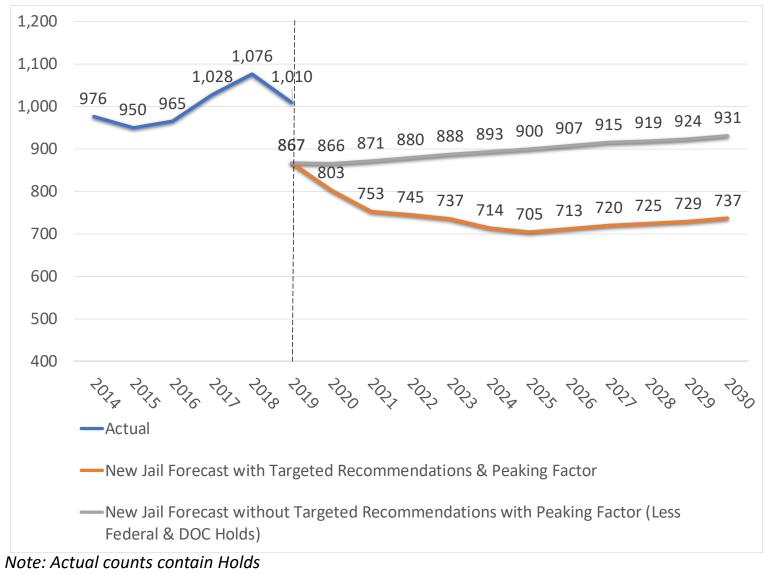


#### New Spokane County Jail Population Forecast with Targeted Recommendations and Peaking Factor by Gender



Note: 2019 data is the actual ADP with peaking factor

#### New Spokane County Jail Population Forecast with Targeted Recommendations Compared to Forecast without Targeted Recommendations (Both Less Federal & DOC Holds and with Peaking Factor)



#### Proposal: Creation of an Intake and Release Center and First Appearance Waiting Area

- Task Force proposal of an Intake and Release Center would reduce bookings into the main jail by 2,800 per year, or 13%.
- Task Force proposal for a First Appearance Waiting Area would further reduce bookings into the main jail by 2,850 per year, or 13.2%.
- Total reductions in jail bookings would be 5,650, or 26%.

Booking Initiative	Bookings Saved
Intake and Release Center	2,800
First Appearance Waiting Area	2,850
Total	5,650
Resulting Main Jail Bookings	15,900

#### Other Spokane County Jail Populations to be Considered for Alternatives

- All initiatives are targeting people with low or no criminal history who have been convicted of non-domestic violence misdemeanors or nonviolent low-level felonies.
- All initiatives, except case processing, are also only serving people during pre-trial status.
- Additional initiatives should be considered that target felony admissions with moderate risk and possibly lengthier criminal histories.
  - Potential impact of up to <u>225 bed space savings</u>.
- Additional initiatives should be considered for the sentenced population, including shortening local sentences imposed and alternatives for sentenced time in jail.
  - Potential impact of up to <u>140 beds for those with non-violent</u> <u>sentenced felony and misdemeanor.</u>
- Potential for additional reduction of 365 jail beds.

### **Cost Implications**

- Operational Costs
  - Personnel (salary, fringe, overhead)
  - Contractors
  - Utilities, Food, Supplies
  - Building Maintenance
  - Marginal Cost units not closed or staff reduced
  - Fully Loaded Costs units are closed and staff reduced
- Capital/Construction Costs
  - Site Acquisition/Location/Preparation
  - Preliminary and Detailed Architectural Design
  - Construction Management
  - Construction
    - Labor
    - Materials
- Financing Cost

#### Spokane Inmate Population and Bed Needs by Classification Level and Bed Type

Class Level	Custody Inmates	Bed Needs with Peaking Factor	Bed Type	Percent
Unclassified	35	42	Double	4%
Minimum	483	531	Dorm	52%
Medium	264	291	Double Cell	28%
Maximum	71	81	Single Cell	8%
Acute MH	56	67	Single Cell	7%
Infirmed	8	8	Dorm	1%
Total	917	1,020		100%

### **Comparative Capital and Operating Costs**

Factors	Worst Case	New Forecast	Targeted Recommendations
Inmate Population	1,081	886	737
Beds Needed	1,202	985	820
Capital Costs*			
Low Rise Jail	\$325 million	\$267 million	\$222 million
High Rise Jail	\$400 million	\$334 million	\$279 million
Annual Costs**	\$43 million	\$36 million	\$29 million
30 Years	\$1.3 billion	\$1.0 billion	\$884 million

Note:

1) Construction costs ae based on estimates provided by Carter Goble Lee (CGL) survey

of recent correctional facility construction in the Northwest Region

2) Operational costs provided by the Spokane County Budget Office