

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING**  
**AGENDA FOR MONDAY, August 3, 2020**  
**1:15 p.m. – Streaming Live Online & Airing on City Cable 5**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on August 3, 2020** – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

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 physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters and staff. The public is encouraged to tune in live at the address above, or by calling 1-408-418-9388 and entering the access code #960 228 527; meeting password 0320.

**AGENDA**

- I. Call to Order at 1:15 p.m.**
- II. Approval of Minutes**
  - [June 29, 2020 PSCHC Meeting](#)
- III. Reports/Updates – Briefing Papers Only, No Discussion**
  1. [OPO Monthly Update – June 2020](#)
  2. [Sit and Lie Arrests \(SPD\)](#)
  3. [Photo Red Update \(SPD\)](#)
  4. [August Strategic Initiatives Report \(SPD\)](#)
- IV. Consent Agenda – Briefing Papers Only, No Discussion**
  1. [COVID - JAG20 - Subcontract with Spokane County \(SPD\)](#)
  2. [JAG20 - Initial Application \(SPD\)](#)
  3. [Budget Transfer and Increase to Forfeiture Funds \(SPD\)](#)
  4. [ESO Subscription Renewal \(SFD\)](#)
  5. [6" Fire Hydrants - Annual Value Blanket \(Public Works\)](#)
  6. [COVID-19 Department of Commerce ESG Award \(CHHS\)](#)
  7. [Internet Edge Hardware Upgrade \(IT\)](#)
  8. [VirTra Upgrade and MOU with CJTC for Reimbursement \(SPD\)](#)
- V. Strategic Plan Session – Safe & Healthy**
  - Strategic Priority: Integrated 911/Dispatch
    - NONE
  - Strategic Priority: Integrated Response
    - NONE
  - Strategic Priority: Criminal Justice Reform
    - Sgt. Spiering Update (5 minutes)
  - Strategic Priority: City-Wide Clean & Safe
    - NONE

**VI. Discussion Items**

**1. Staff Requests**

- Administrative Report on COVID-19 – City Administrator Wes Crago (15 minutes)
- [SPD K8 Maintenance Costs – David Paine \(10 minutes\)](#)
- Demographics of SPD Contacts, CFS and Enforcement – Chief Meidl (5 minutes)

**2. Council Requests**

- [Killology Resolution Discussion – CM Burke \(10 minutes\)](#)
- Guiding Principles Resolution (Maggie Yates presenting) – CP Beggs (10 minutes)
- [Updating Council Legislative Agenda to Include Emergency Communications Systems and Facilities Funding – CP Beggs \(5 minutes\)](#)
- Goat Vegetative Management / Fire Fuel Reduction Project Update – CM Kinnear (5 minutes)

**VII. State Legislative Update *(as needed)***

**VIII. Adjournment**

**Next Committee meeting will be held on August 31, 2020**

# **Public Safety & Community Health Committee**

## ***Meeting Minutes – June 29, 2020***

Call to Order: 1:17 PM

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### **Attendance:**

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

**Staff/Others Present:** City Administrator Wes Crago, Chief Meidl, Assistant Police Chief Justin Lundgren, Major Eric Olsen; Chief Schaeffer, Tim Sigler, Tija Danzig, Ariane Schmidt, Tonya Wallace, Mike Ormsby, Derrek Daniels, Amber Richards, and Hannahlee Allers.

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**Approval of June 1, 2020 minutes:** Motion to approve by CM Cathcart; M/S by CM Mumm. The committee approved the minutes from the June 1<sup>st</sup>, 2020 PSCHC meeting unanimously.

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## **CONSENT AGENDA ITEMS**

### **Monthly Reports:**

1. OPO Monthly Update – May2020
3. Photo Red Update (SPD)
4. July Strategic Initiatives Report (SPD)

### **Consent Agenda Portion:**

1. STA Interlocal Agreement Amendment (SPD)
2. BHU 2019-2020 Grant Amendment (SPD)
3. BHU Grant 2021-2022 (SPD)
4. Request for Approval to Apply for FEMA Grant for Child Fire Safety House (SFD)

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## **STRATEGIC PLANNING SESSION**

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### **Strategic Priority: Integrated 911/Dispatch**

NONE

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

#### **Mental Health Crisis and Stabilization Facility ILA – Ariane Schmidt (15 minutes)**

Ariane Schmidt and Mike Ormsby briefed Council on the Interlocal Agreement (ILA) concept for the Mental Health Crisis and Stabilization Facility. Ms. Schmidt said that the City and its partners are at the point in the process where they're going out to bid to remodel the location. Ms. Schmidt said that they have been working with County staff to create a two-part ILA.

Part I – Initial Capital Costs consists of the following points:

- Initial Capital Costs will be funded from State awarded capital grant amounts, and an advance payment from the City of Spokane. Also, a small portion of the Mental Health Sales Tax (2017-2018 set aside) was allocated for site study evaluations, but will not be included in the actual building remodel. The remainder of the Mental Health Sales Tax set aside will be reserved for operational uses, including startup efforts with PHS at the contract facility Provider.
- Construction bids will be for base construction and include additional alternates, up to \$2 million, for diversion bed space, the sally port, and emergency generator space.
- All users of the facility will be charged a “Capital Fee” intended to recover and repay the City of Spokane for its initial advance. Spokane County may opt to pay the Capital Fee for those entities for which it deems appropriate. Examples include small municipalities that operate under separate Law Enforcement Services contracts with the Sheriff’s Office.
- The Capital Fee is based on a 5-year payback period; thus, would be assessed to each Service Bed Count for the first five years of operation. Thereafter, the Governance Board will decide on a Capital Replacement Fee to meet other capital needs.
- Any entity utilizing the facility may opt to pay an estimated lump sum amount for capital to minimize annual costs up to the amount estimated based on the Baseline Metric. Optional one-time contributions will be credited against actual annual capital fees charged to each entity. Each entity will ultimately pay a capital contribution based on actual utilization and will not be limited to the estimated lump-sum calculation.

CP Beggs clarified that the actual funding will be based on the number of people who do go through the diversion facility. Ms. Schmidt confirmed this.

Part II – M&O for Operational Year 1 & Year 2 consists of the following points:

- Year 1 may not be a full calendar year (Example: MHCSF opens May 2021).
- Based on the proposed budget, the amount from partner agencies is the same in Year 1 and Year 2. The amount needed in Year 2, and thereafter, will be reviewed by the Governance Board and a full 12-months of operations to better determine funding needs.
- The Municipal Operating Fee is based on the amount identified to come from user agencies to fund operations divided by the estimated Annual Service Bed Count of 35,040.
- Any overages or shortages of funding at the end of a fiscal year will roll to the next year and the Municipal Fee will be recalculated accordingly. It is anticipated that any fee adjustments would be determined by September of the subsequent year to allow sufficient time to close the fiscal year.

CP Beggs clarified that the cost per day per person is \$33 per day and asked Ms. Schmidt about how long the average person will stay in the facility. Ms. Schmidt confirmed the cost and noted that generally people will stay between 1-5 days depending on their specific needs. CP Beggs asked what the current average day stay is. Ms. Schmidt said about 80% of the folks who come into the jail have mental health crisis needs. She said that their stay can be 10-12 days. CP noted that when these mental health services are given at the jail, the City and County end up picking up the tab, but when they would be in this facility they would be eligible for Medicaid reimbursement. CM Wilkerson asked how long an individual can be held over without moving on to the next level of care. Ms. Schmidt said that when the individual either finishes their withdrawal management or crisis intervention they are reviewed for their medically

necessary needs. This decision is made on an individual basis. CP Beggs pointed out that the people engaging in this program will be doing so voluntarily. CM Cathcart asked how many beds will be in this facility and asked if someone in this program re-offends, how will that work. Ms. Schmidt said that there are 44 beds. She also noted that re-offenses are taken into consideration, and is meant to be dynamic to fit the individual while limiting criminal recidivism. CM Cathcart asked how we prioritize eligibility based on these criteria. Ms. Schmidt noted that they think there will be enough space for everyone who is eligible, but that there will be considerations for eligibility that will need to be practiced and understood when the facility is up and running. CP Beggs asked about the high costs capital cost is informed by. Ms. Schmidt said the number is a high estimate with a 10% variability built-in. She noted that the department of health does require some significant infrastructure improvements.

**Strategic Priority: Criminal Justice Reform**

NONE

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

NONE

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**DISCUSSION ITEMS**

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**Staff Requests:**

**Administrative Report on COVID-19 – City Administrator Wes Crago (15 minutes)**

City Administrator Crago said the State of Washington looks at five main criteria called “the risk assessment dashboard” for re-opening. The five criteria are: 1) COVID-19 activity; 2) testing; 3) healthcare system readiness; 4) case investigations and contact tracing; and 5) the protection of populations at higher risk. The metric goals are targets, not hardline measures. The targets reflect recommendations from the Washington State Department of Health. Each contributes to reducing risk of disease transmission, and are to be considered in whole. Where one target is not fully achieved, actions taken with a different target may offset the overall risk. Mr. Crago said Spokane County is good to go on two of the five and still working on the other three. He said Spokane County still falls below the state average on testing but our rates are going up and that’s not good. Some of this is based on contract tracing and testing, but not all of it. We are seeing an uptick in hospitalizations. Mr. Crago said the biggest thing we can do is wear your mask and get your friends to wear your mask.

**Amber Richards’ Nomination Package for Human Resources Director Position – City Administrator Wes Crago (5 minutes)**

City Administrator Crago announced the Mayor’s nomination of Amber Richards for the Human Resources Director position. Mr. Crago spoke very highly of Ms. Richards highlighting her kindness and ability to lead. Mr. Crago gave the Council some background information on Ms. Richards and her career. He said that she is a great, ethical person with a great heart for others. CM Stratton noted that in her chat with Ms. Richards, she was really impressed with her compassion for employees.

**Regional Bridge Housing Center Update – CHHS Team (15 minutes)**

Ariane Schmidt and Tim Sigler presented on the draft project charter for the Regional Bridge Housing Center, which is the first in what is hopefully a series of joint projects with regional partners – specifically Spokane County, the City of Spokane, and the City of Spokane Valley. At present, a gap exists

in our shelter system for continuous stay options among homeless adults without children. The Bridge Housing model has been used for other population groups with verified, metric-based outcome successes. This effort is the beginning of a larger initiative to construct effective, efficient, sustainable and accountable enhancements to our regional system intended to specially address:

- Coordinated and consolidated fiscal resources aligned at the regional-level solutions (versus municipal bed count)
- Establish public-private partnerships for funding
- Alignment with the Regional 5 Year Strategic Plan for Homelessness submitted to the WA State Department of Commerce
- Regional oversight with decision making and funding authority

Project Objectives are:

- Assess and recommend a Bridge Housing location options that meet the needs of the partner entities
- Assess and recommend service options within the Bridge Housing Center
- Assess estimated new (or shifted) capacity at drop-in emergency shelters
- Document the needs of the partner entities in a regional system

Deliverables include:

1. Purchase and site readiness
2. Construct of an Operating Proforma including Memorandums of Understanding (MOU) between partner entities for capital and operating contributions
3. Documentation and visual for the system continuum, including local, WA State and Federal touchpoints
4. Contract with Provider(s)
5. Center operational before the cold weather season of 2020

Assumptions are:

- A location will be selected.
- Additional capacity at drop-in emergency shelters will be available to individuals throughout Spokane County.
- A sustainable funding model will rely on public, private partnerships
- Funding will be tied to defines, outcome based metrics for accountability for contracted providers and local government entities
- The strategies of this project will align with the five (5) years strategic plan for homelessness adopted by Spokane County, City of Spokane and Spokane Valley

Risks are:

- An agreed upon location cannot be determined by stakeholders
- Local Government partnerships do not materialize
- Private partnerships do not materialize
- Insufficient capital funding is allocated
- Capacity allocation continues to be municipality "bed county" divine

Project budget is as follows:

Capital

1. City of Spokane: \$1.9M of City Community Development Block Grant (CDBG) funds under consideration by City Administration for this purpose.
2. Spokane County/Valley: \$1.5M of Homeless Housing Assistance Act (HHAA) funds. HHAA funds were enacted in Washington State by Engrossed Second Substitute House Bill (ESSHB) 2163 on August 1, 2005. The law created a document recording fee on certain documents to be utilized by local jurisdictions to reduce homelessness. Grant funds are administered by the state and local governments. Current Spokane County methodology for consideration for HHAA funding is that after a Spokane County CSHCD RFP is released, applications are submitted to CSHCD for consideration by the HCDAC (represented by represent twelve (12) cities and towns within the Spokane Urban County Consortium) who will review all applications and recommend the selected application(s) to the Board of County Commissioners for their final decision making. For Spokane County Community Services

#### Operating

1. City of Spokane \$1.9M over five (5) years (Source: CDBG)
2. Spokane County (includes Spokane Valley) \$1.9M over (5) years (Source: HHAA)
3. Avista Foundation partnerships \$1.9M over five (5) years (Source: Private Funding)

Ms. Schmidt said that the desire is to open this facility as close to cold weather season as possible. CP Beggs said that night-by-night shelters have not been successful in moving people into permanent housing. He said that this Bridge Housing Center would work on a referral basis and get individuals out of the system of homelessness. CP Beggs also pointed out that this is a great, unprecedented regional partnership with other local governments and private partners. CM Cathcart asked what the public process will look like to identifying the site for the shelter space. Mr. Sigler said there is a regional site selection team that has been looking at this for the last couple months. The site needs to meet preliminary needs of the jurisdiction. Then the preliminary sites would be presented to Council. CM Cathcart said that the process just describes leaves out the community. Mr. Sigler said there would be time for public comment after preliminary sites are identified that would meet the baseline needs. CP Beggs noted that the sites being looked at are generally outside of the City of Spokane. CM Stratton asked how hiring works when we look at a regional project like this. Mr. Sigler said that the Salvation Army was selected through the RFP process last year. Mr. Sigler said we will partner with our behavioral health agencies as well so we don't just use local dollars for those needs.

#### Council Requests:

NONE

#### State Legislative Update:

NONE

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#### ADMINISTRATION REQUESTS:

NONE

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#### Action Items: NONE

#### Executive Session: NONE

**Adjournment:** CM Kinnear adjourned the meeting at 2:06 PM. The next PSCHC meeting will be held Monday, August 3<sup>rd</sup> 2020.

**Attachments/Briefing Papers:** STA Interlocal Agreement Amendment; BHU 2019-2020 Grant Amendment; BHU Grant 2021-2022; Briefing Materials for Request for Approval to Apply for FEMA Grant for Child Fire Safety House; Mental Health Crisis and Stabilization Facility ILA; Amber Richards' Nomination Package for Human Resources Director Position; and Briefing Materials for Regional Bridge Housing Center

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**Respectfully submitted by:**

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

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**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

July 21, 2020

### Public Safety & Community Health Committee Report

Reporting Period: June 1-30, 2019

Snapshot of Activities		Monthly	Year to Date
<b>Community Outreach</b>			
OPO	Total community events and meetings	5	40
OPOC	Community outreach / activities	2	25
<b>Contacts</b>		214	650
<b>Commendations</b>		5	6
<b>Complaints</b>			
	Received complaints	18	33
	Referred complaints	14	54
<b>Case Review</b>			
	Request for further investigation	0	10
	Investigations certified / concurred	4	39
	Declined certifications	0	0
	Special cases reviewed	23	92
<b>Interviews</b>			
	OPO interviews	34	64
	Internal Affairs interviews	11	27
<b>Training</b>		3	38
<b>Critical Incidents</b>		0	0
<b>Mediations</b>			
	Recommended	0	1
	Conducted	0	1
	Declined	0	0
<b>Recommendations</b>		0	0
<b>Other Activities</b>			
SPD Related	Meetings / contacts	22	164
	Review boards / D-ARP's	2	10
	Closing meetings	0	0

1. Outreach

a) OPO

- i. Jonah Project (6/4)
- ii. OPOC Meeting (6/10)
- iii. NAACP Monthly Meeting (6/18)
- iv. Leadership 2020 Event (6/22)
- v. City Council Study Session – Presenter (6/23)

b) OPOC Actions

- i. OPOC Meeting (6/10)
- ii. Protest Regarding the Police Guild Contract (6/29)

2. Commendations / Complaints

a) Received Complaints

- i. **OPO 20-17 – Commendation:** Handling of the Protests and Riots.
- ii. **OPO 20-18 – Commendation:** Officer who helped them during a car accident.
- iii. **OPO 20-19 – Excessive Force:** Concerning tactics (knee on neck) used during an arrest. (3 Complainants)
- iv. **OPO 20-20 – Demeanor / Excessive Force:** Responding officer to a DV allegedly arrested a non-involved individual for using profanity at the officer.
- v. **OPO 20-21 – Demeanor / Harassment:** Concerns with harassment of an NRO over nearly daily check-ins.
- vi. **OPO 20-22 – Excessive Force:** While peacefully protesting, was shot with tear gas. When complainant asked for assistance to get out of the area, was knocked to the ground and was arrested.
- vii. **OPO 20-23 – Demeanor / Excessive Force:** Witnessed officers laughing, shooting rubber bullets, and shooting tear gas through traffic during peaceful protests.
- viii. **OPO 20-24 – Criminal / Policy Violation:** Complainant alleges they were hit by an SPD vehicle, going the wrong way, while walking to their car after the protest. The vehicle did not stop and the complainant sustained a broken ankle.
- ix. **OPO 20-25 – Inadequate Response / Abuse of Authority:** Concerned with how SPD handled the protest and subsequent riot. (11 Complainants)
- x. **OPO 20-26 – Demeanor / Improper Tactics:** Citizen allegedly observed officers refusing to give badge numbers and an officer who put his finger on the trigger of his weapon as a threat.
- xi. **OPO 20-27 – Inadequate Response:** Their ex was not arrested for violating a No Contact Order (NCO) upon their release from jail.
- xii. **OPO 20-28 – Inadequate Response / Excessive Force:** After requesting assistance from the police in locating their son at the end of the protest, complainant witnessed that the SPD did not give a warning prior to

shooting tear gas into a peaceful crowd. The complainant was also shot with a rubber bullet.

- xiii. **OPO 20-29 – Commendation:** Was happy with police response to the protest / riots and wanted to offer their support.
- xiv. **OPO 20-30 – Demeanor / Inadequate Response:** Responding officers to a DV assault were allegedly rude and dismissive of the victim.
- xv. **OPO 20-31 – Demeanor / Inadequate Response:** After watching BWC footage of them making a noise complaint to officers during a Church at Planned Parenthood sermon, witnessed the officers dismissing their complaint. Then provided their complaint to the Church.
- xvi. **OPO 20-32 – Criminal / Property Loss / Mishandling:** After being arrested, their property was not returned to them, including cash, cell phone, wallet and keys.
- xvii. **OPO 20-33 – Commendation:** Was happy with police response to the protest / riot and wanted to offer their support.
- xviii. **OPO 20-34 – Traffic:** Concerned with the amount of officers continually speeding down the road to the police academy.
- xix. **OPO 20-35 – Policy Violation:** Concerned with the amount of officers allegedly supporting a local business that was making racially insensitive comments on social media.
- xx. **OPO 20-36 – Inadequate Response:** Citizen who could not speak English, was not offered a translator during a DV call and they ended up being charged with 4<sup>th</sup> degree assault.
- xxi. **OPO 20-37 – Inadequate Response:** Police officers responded to the wrong apartment for a DV call, but continued to question them anyway.
- xxii. **OPO 20-38 – Commendation:** Located community members stolen vehicle.
- xxiii. **OPO 20-39 – Inadequate Response / Policy Violation:** Concerned that the responding officer did not arrest or cite the people who held a shoplifter at gunpoint. (6 Complainants)

**b) Referrals**

- i. **ER 20-41** – Concerned with offensive posts online from a deputy; SCSO
- ii. **ER 20-42** – Concerned with offensive posts online from a deputy; SCSO
- iii. **ER 20-43** – Citizen was allegedly pulled over and searched for no reason; SCSO
- iv. **IR 20-44** – Concerned about Conceal Carry Permits not being available; SPD Deputy Director
- v. **ER 20-45** – Concerned about mother's Long Term Care facility; Long Term Care Ombudsman
- vi. **IR 20-46** – Concerned over allegedly racist police officers not being fired; SPD / IA
- vii. **ER 20-47** – Concerned with Deputies taking property; SCSO
- viii. **ER 20-48** – Concerned with Sheriff Knezovich bringing Killology teacher to Spokane; SCSO

- ix. **ER 20-49** – Concerned with comments made on social media by Police Chief Meidl; Human Resources
- x. **ER 20-50** – Concerned with comments made on social media by Police Chief Meidl; Human Resources
- xi. **ER 20-51** – Witness to a traffic accident who gave their information to an officer, was concerned that the officer gave his personal information to a person involved in the accident; SCSO
- xii. **ER 20-52** – Concerned over an interaction with Deputies while their vehicle was broken down in a parking lot; SCSO
- xiii. **ER 20-53** – Believes their property tax is too high; County Assessor
- xiv. **IR 20-54** – Believes that the Chief of Police is using a false identity; SPD/IA

### 3. Case Review

- i. **C20-051 / OPO 20-34** – Investigation certified
- ii. **C20-040 / OPO 20-20** – Admin Suspend / Concur
- iii. **C20-020 / OPO 20-08** – Investigation certified
- iv. **C20-038 / OPO 20-19** – Investigation certified

### 4. Special Cases Reviewed

- i. 13 Use of Force
- ii. 2 K9
- iii. 7 Collisions
- iv. 0 Pursuits

### 5. Activities

- a) OPO staff members participated/engaged in the following other activities:
  - i. PSCHC Meeting (6/1)
  - ii. NACOLE Strategic Planning Committee (6/3)
  - iii. Leadership Spokane Board Retreat (6/19)
  - iv. PSCHC Meeting (6/29)
  - v. Training – Daigle Law Group Internal Affairs Class (6/4)
  - vi. Training – Racial Justice and Police Reform (6/15)
  - vii. Training Security Information Awareness (6/18)
- b) SPD related
  - i. 16 meetings/contacts with IA
  - ii. 6 meetings/contacts with SPD
- c) OPO met with/had contact with OPO Commissioners/staff:
  - i. Commissioner Rose on (6/3 x2, 6/8, 6/10 x2, 6/11 x3, 6/12, 6/15, 6/17 x2, 6/26, 6/29)
  - ii. Commissioner Holman on (6/10, 6/11)
  - iii. Commissioner Smith on (6/10, 6/11 x2)
  - iv. Commissioner Wilburn on (6/10, 6/11)
  - v. Commissioner Kelley on (6/10, 6/11)
  - vi. OPOC Legal – Bingaman on (6/10)
- d) OPO met with/had contact with City Council:
  - i. Council Member Stratton on (6/1 x2, 6/25)

- ii. Council Member Burke on (6/1 x2, 6/2 x4, 6/24)
- iii. Council President Beggs on (6/4, 6/5, 6/8, 6/10, 6/10, 6/11, 6/19 x2, 6/23, 6/24, 6/25)
- iv. Council Member Wilkerson (6/11)

6. **Next Steps**

- a. Annual Reports for 2019

# Sit and Lie Arrests (Redacted)

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

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

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



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

		11/4/17	1037	Cite/Release
		11/4/17	1153	Cite/Release
		11/15/17	0938	Cite/Release
		11/17/17	1023	Booked
		11/17/17	1029	Booked
		11/19/17	0958	Cite/Release
		11-22-17	1023	Cite
		11-22-17	1041	Cite
		11-23-17	0711	Cite
		11-23-17	0721	Cite
		11-23-17	0854	Cite
		11-23-17	0856	Cite
		11-23-17	0858	Cite
		11-23-17	1001	Cite
		11-23-17	1007	Booked
		11-24-17	1054	Cite
		12-1-17	1106	Cite
		12-2-17	0918	Cite
		12-3-17	1230	Cite
		12-4-17	0920	Cite
		12-5-17	1149	Cite
		12-8-17	1207	Cite
		12-9-17	0812	Cite
		12-13-17	0810	Cite
		12-13-17	0917	Booked
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		12-14-17	0914	Cite
		12-21-17	1028	Cite
		12-23-17	1138	Cite
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		5-3-18	0920	Cite
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		5-8-18	0843	Cite
		5-8-18	1200	Booked
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		5-10-18	0909	Cite
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		7-7-18	1100	Cite
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		8-8-18	0829	Cite
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		06-14-19	0834	Cite
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		6-22-19	0817	Cite
		6-23-19	0941	Booked
		6-26-19	1413	Cite
		6-29-19	1126	Cite

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		6-30-19	0825	Cite
		7-8-19	1344	Cite
		7-8-19	1351	Cite
		7-11-19	0836	Cite
		7-11-19	0911	Cite
		7-11-19	0930	Cite
		7-11-19	0934	Cite
		7-12-19	1101	Cite
		7-15-19	1209	Booked
		7-20-19	1036	Cite
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		8-5-19	1123	Booked
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		8-20-19	1008	Cite
		8-12-19	0746	Cite
		8-20-19	0940	Cite
		8-20-19	1008	Cite
		8-21-19	1020	Booked
		8-23-19	0903	Cite
		8-23-19	0915	Cite
		8-23-19	0921	Cite
		8-23-19	0927	Cite
		8-25-19	1010	Cite
		8-25-19	1012	Cite
		8-25-19	1411	Cite
		8-29-19	0743	Cite
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		9-4-19	1440	Booked
		9-4-19	1454	Booked
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		9-10-19	0810	Booked
		9-11-19	1428	Cite
		9-11-19	1437	Cite



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		9-15-19	0820	Booked
		9-16-19	1054	Cite
		9-20-19	0807	Cite
		9-20-19	0952	Cite
		9-20-19	1020	Cite
		9-22-19	1203	Booked
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		10-3-19	1435	Cite
		10-4-19	0908	Cite
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		10-17-19	1029	Cite
		10-18-19	1055	Cite
		10-18-19	1400	Cite
		10-19-19	0925	Cite
		10-19-19	0929	Cite
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		10/26/2019	747	Cite
		10/26/2019	1025	Cite
		10/31/2019	742	Cite
		11/1/2019	1350	Cite
		11/5/2019	820	Cite
		11/6/2019	845	Cite
		11/6/2019	906	Cite
		11/10/2019	1031	Cite
		11/12/2019	830	Cite
		11/12/2019	836	Cite
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		11/15/2019	1213	Cite
		11/16/2019	904	Cite

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			11/30/2019	1342	Cite
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			12/9/2019	1051	Cite
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			1/10/2020	1105	Cite
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			1/11/2020	1322	Cite
			1/20/2020	1444	Cite
			1/21/2020	1112	Cite
			1/23/2020	1605	Cite
			1/25/2020	756	Cite
			1/25/2020	1955	Booked
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			1/31/2020	829	Cite
			1/31/2020	844	Cite
			1/31/2020	846	Cite
			1/31/2020	859	Cite
			1/31/2020	859	Cite
			2/2/2020	647	Cite
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			2/4/2020	1026	Cite
			2/4/2020	1030	Cite
			2/5/2020	1347	Booked
			2/10/2020	1500	Cite
			2/10/2020	1517	Cite
			2/11/2020	1150	Cite
			2/11/2020	1155	Cite

			2/15/2020	841	Cite
			2/15/2020	844	Cite
			2/25/2020	1214	Booked
			2/16/2020	1050	Cite
			2/16/2020	1712	Booked
			2/20/2020	1025	Cite
			2/25/2020	947	Cite
			2/26/2020	812	Cite
			2/26/2020	807	Cite
			3/4/2020	739	Cite
			3/8/2020	959	Cite
			3/8/2020	1002	Cite
			3/8/2020	1042	Booked
			3/8/2020	1509	Cite
			3/9/2020	912	Cite
			3/9/2020	912	Cite
			3/10/2020	812	Cite
			3/11/2020	1057	Cite
			3/11/2020	1123	Cite
			4/1/2020	1026	Cite
			6/28/2020	1509	Cite
			7/8/2020	830	Cite

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Police Department / Traffic Unit
<b>Subject:</b>	Photo Red / Speed
<b>Date:</b>	July 14th, 2020
<b>Contact (email &amp; phone):</b>	Jim Christensen 509-822-8151
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History: Report for Public Safety meeting August 3<sup>rd</sup>, 2020.

Statistic for Photo Red for the time frame of **June 1<sup>st</sup> 2020, thru June 30<sup>th</sup>, 2020.**

There were 1867 violations on the photo red system from **June 1<sup>st</sup>, 2020** thru **June 30<sup>th</sup>, 2020**. During the same time frame in 2019 there were 1944 violations, which is a decrease of 77 violations.

Statistic for Photo Speed for the time frame of June 1<sup>st</sup>, 2020, thru June 30<sup>th</sup>, 2020.

There were 0 violations on the photo speed system from **June 1<sup>st</sup>, 2020** thru **June 30<sup>th</sup>, 2020**. During the same time frame in 2019 there were 891 violations, which is a decrease of 891 violations. There has been no school since March 17<sup>th</sup> due to COVID 19, so cameras have been off.

Executive Summary: Photo RED

**June 1<sup>st</sup>, 2020, thru June 30<sup>th</sup>, 2020**

- Browne and Sprague was the highest with 323 violations.
- Frey and Third was the second highest with 263 violations.
- Hamilton and Mission was the third highest with 175 violations.
- Division and Sprague was the fourth highest with 160 violations.

Executive Summary: Photo SPEED

**June 1<sup>st</sup>, 2020, thru June 30<sup>th</sup>, 2020**

No Violations

<u>Budget Impact:</u>		
Approved in current year budget?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
<u>Operations Impact:</u>		
Consistent with current operations/policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Specify changes required:		
Known challenges/barriers:		



**SPOKANE POLICE DIVISION**  
**CHIEF OF POLICE**  
**CRAIG N. MEIDL**

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**Strategic Initiatives**  
**August 2020 Report**

**Public Safety and Community Health Committee Briefing**  
**August 3, 2020**

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





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Selected Excerpts of Officer Commendation Letters

I just wanted to let you know what a great officer you have! She has been helping me with an issue I've been having with my neighbors and I am just so grateful for her! She has made herself available to me, messaged me back, and followed up. I mean, I am just blown away by how wonderful this person is. She is truly caring and is concerned for me and I just want someone to acknowledge her!! I mean talk about outstanding! I cannot stress enough how much she has helped me and really understood and empathized with what I'm going through. Her name is **Officer Deanna Storch**. Please forward this to her supervisor. Thank you so much!!

Chief Meidl, I have not met you personally but I have met many of the men and women who serve under your leadership. I am a property manager at one of the many affordable housing complexes here in Spokane. I have witnessed your leadership style on a weekly basis whether dealing with crime issues, teenagers, children, adults or at our resident meetings getting to know our tenants personally. I have initiated contact with law enforcement for mental health issues and out of control behaviors, criminal activity, child abuse or trespassed individuals. All of these encounters I personally experienced the quality of your team. On March 13th, 2020, our complex found that a wanted felony subject, considered armed and dangerous, was holed up in one of our units. SPD response was extremely fast, very professional, calm and thorough. All tenants were quietly evacuated without the subject being aware of any activity. Some were surprised by the great show of force by activating SWAT, K-9 units and multiple officers for "just one guy." The citizens of Spokane must understand that a show of force in this very dangerous situation actually helped to end this very quickly. The suspect took one look outside and immediately surrendered, walking backwards, hands clear anxious to be safely in a patrol car! Over in moments—once contact was made and everyone was in a safe location. Your officers demonstrated professionalism and care for our tenants and their children throughout the entire ordeal. **Neighborhood Resource Officers Traci Ponto and Charles Pavlischak** have often come out for cake and coffee, addressing our tenants regarding crime and block watch or special crime fighting opportunities such as paw patrol. With our population, this has helped to heal many fears and wounds caused by poor experiences and/or inferior authorities. Lastly, I must say it troubles me deeply to hear suggestions to defund or re-organize our police department. You and your team have been a vital part of our commitment to bring community to our complex specifically and to our city.

I was in a car crash and it was one of the worst days of my life. SPD was so reassuring. **Officer [Kris] Honaker** went above and beyond. He was so professional and caring. He took a very scary event and made it something that could be managed. I appreciated him.





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Internal Affairs Unit Update

#### January 1 through June 30, 2020 Commendations and Complaints

Commendations Received:    **Total: 277**

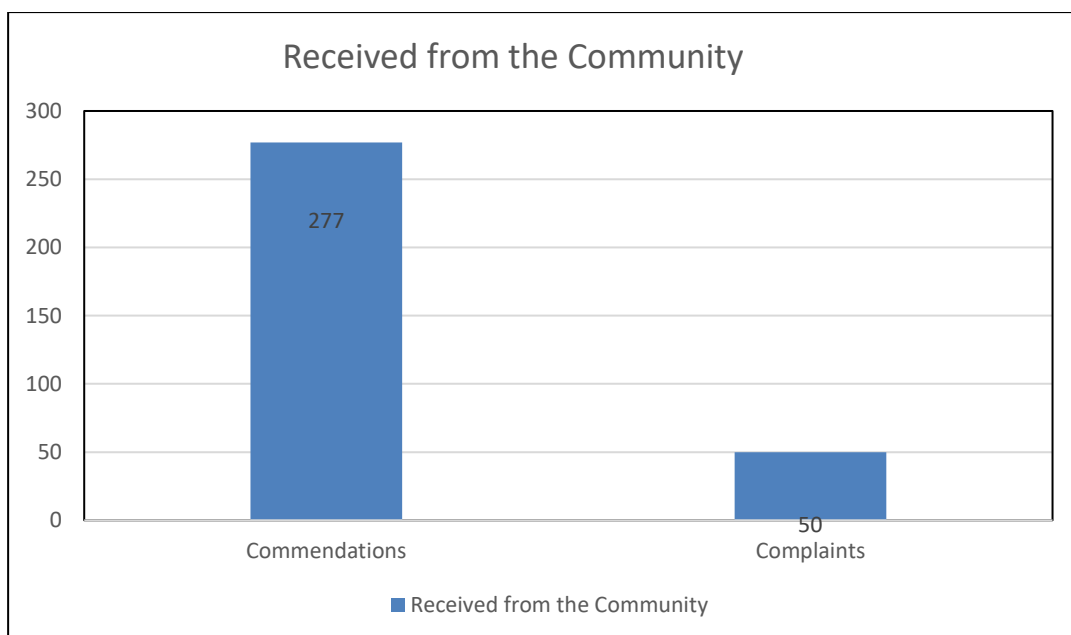
Complaints Received:        **Total: 57 (50 from community)**

**Closed Out as Inquiries: 5 (As of June 30, 2020)**

*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 June 30 through May 31, 2020 Complaints

Received by the Office of Police Ombudsman	<b>Total: 31</b>
Received by the Spokane Police Department	<b>Total: 26</b>
Internally Generated by the SPD	<b>Total: 7</b>
Generated by the Community	<b>Total: 50</b>







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Use of Force Update

##### 2020 Non-Deadly Reportable Use of Force Incidents

From January 1-June 30, 2020, there were 31 non-deadly use of force incidents- 4 K9 contacts and 27 other (e.g., TASER, neck restraint).

##### 2020 Deadly Use of Force Incidents

From January 1-June 30, 2020, there were no deadly force incidents. See below for active cases from 2019.

#### 2019 Officer-Involved Shooting Incidents Update (through June 30, 2020)

These incidents took place in 2019 but are still active cases.

##### **Incident 2019-20004372 (Pending Deadly Force Review Board- delayed by COVID-19 protocols)**

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 completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board.

##### **Incident 2019-20124831 (Pending Deadly Force Review Board- delayed by COVID-19 protocols)**

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 completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board.

##### **Incident 2019-20201879 (Pending Deadly Force Review Board- delayed by COVID-19 protocols)**

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 completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board.





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Items of Interest

#### **SPD highlights some of the strong work currently underway and completed toward reform**

With calls for police reform at the forefront of national and local conversation, the Spokane Police Department is continually accessing its practices and policies. We have understandably received many questions about what SPD is doing and has done around police reform, including oversight, training, and culture. Provided in this release are answers to your questions noting, as United States attorney for the Eastern District of Washington, William D. Hyslop, recently stated, "This is not the first time we've had this discussion in Spokane. Significant changes in policing have **already been made**. Spokane is different from some other communities where change is being debated today. Spokane should not be swept up into a national tide of drastic change." "As we engage in today's discussion about policing, our city leaders are encouraged to be educated on the work that has preceded them and the many improvements that have brought the Spokane Police Department to today's model of professionalism and high standards of conduct."

"The department has made significant progress over the past several years and our officers are still the first to tell you we can be better," Spokane Police Chief Craig Meidl said. "Our officers, from the newest to the most senior, are committed to learning and improving every day. We have made that part of our culture."

#### **1. What changes and third-party evaluation has SPD undergone in recent years, both as an internal effort to continually improve and in response to community calls for reform?**

In 2013, the citizen Use of Force Commission, which included Mr. Hyslop before he became U.S. Attorney, presented **26 recommendations, which have all been completed**. They include; securing state accreditation, rewriting the SPD mission statement, reviewing staffing levels, updating certifications of defensive tactics instructors, improving training plans, and improving the use of force reporting system.

<https://my.spokanecity.org/news/stories/2015/03/24/use-of-force-commission-work-now-complete/>

In 2014, after being invited into the Spokane Police Department for a Collaborative Reform process, the United States Department of Justice COPS Office presented 42 recommendations (4 for the Office of the Police Ombudsman and 38 for the Spokane Police Department). **All 38 recommendations related to SPD were completed by 2017.**

<https://static.spokanecity.org/documents/police/accountability/spd-collaborative-reform-progress-report-2018.pdf>

On May 18, 2015, President Obama's Task Force on 21<sup>st</sup> Century Policing released a final report identifying best practices and offering recommendations on how policing practices can promote effective crime reduction while building public trust

(<http://elearning-courses.net/iacp/html/webinarResources/170926/FinalReport21stCenturyPolicing.pdf>).





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

Contained in the report were six pillars of 21<sup>st</sup> century policing and each pillar has 7 to 15 subsections (recommendations). SPD, on its own accord, **has implemented all recommendations** that pertain to a local law enforcement organization.

In 2015, the Spokane Department completed the deployment of body-worn cameras to all patrol. Currently, the majority of the police department is equipped with body-worn cameras and officers are required to turn on the cameras when engaged in law enforcement activity. The cameras help document officer actions and provide transparency.

Additionally, SPD has participated in four academic studies with partner universities. Arizona State University studied officer behavior and body-worn camera effectiveness in 2015; Washington State University engaged in counter-bias simulation and recognition study in 2016; Eastern Washington University analyzed officer contacts and race in 2017; and Gonzaga University conducted a cultural audit in 2017.

#### 2. **What training model does SPD adopt and what training are officers provided?**

The Spokane Police Department has been asked about training a “warrior” mindset. SPD follows the training of the Washington Criminal Justice Training Commission. The mission of CJTC is “Training the Guardians of Democracy.” The commission has promoted the guardian philosophy of law enforcement for years. (<https://www.ncjrs.gov/pdffiles1/nij/248654.pdf>). Spokane police officers are trained throughout the CJTC and after as **guardians of democracy** and trained in the Blue Courage philosophy (<https://bluecourage.com/>).

New police officers attend one of two local police academies sanctioned by the CJTC followed by Spokane PD specific training. All newly hired officers, lateral and entry level, are required to attend this three-week training which includes a session with a member or members of an impacted community. Part of the training is a reminder of the department’s community policing philosophy and the Chief’s commitment to our work with the community.

Officers receive a minimum of 24 hours of training each year. Topics of training include de-escalation training, decision-making, criminal law updates, driving refresher training, defensive tactics refresher training, and reality based training.

#### 3. **How does SPD engage with the community and foster positive relationships with community members?**

The Spokane Police Department began the Police Activities League and the Youth Police Initiative 8 years ago wherein **officers and youth** engage in sports and other leisure activities while spending time in **meaningful conversations with the goal of building bridges between community and SPD**. These programs serve over 750 youth annually.

([https://www.youtube.com/watch?time\\_continue=4&v=RfrMCA6kDsw&feature=emb\\_logo](https://www.youtube.com/watch?time_continue=4&v=RfrMCA6kDsw&feature=emb_logo))

Additionally, SPD is involved in; Coffee with a Cop program in local coffee shops and grocery stores, National Night Out Against Crime and Get to Know Your NRO (Neighborhood Resource Officers) programs, Crime Prevention/Situational Awareness trainings for area businesses and social service agencies, Community Court – an alternative court model for cases arising out of low-level criminal violations or quality of life crimes, connecting individuals with community resources, COP TALK (Community Outreach to Patients through Affirmative Law Enforcement Conversations) program that focuses on de-escalation classes taught to patients at Eastern State Hospital, and more.





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

Shortly after becoming Chief, Chief Meidl arranged numerous community forums in partnership with community leaders at a variety of locations to engage the community in conversation. These forums continued into late 2017 and were eventually discontinued due to lack of community involvement.

#### 4. What are some of the key tenets of SPD's Use of force policy?

In 2019 the Spokane Police Department updated its Use of Force policy to include a De-escalation policy and an update to corresponding training. SPD is committed to accomplishing our mission with respect and a **minimal reliance on use of force** by using rapport-building communication, crisis intervention, and de-escalation tactics before resorting to force, when circumstances permit.

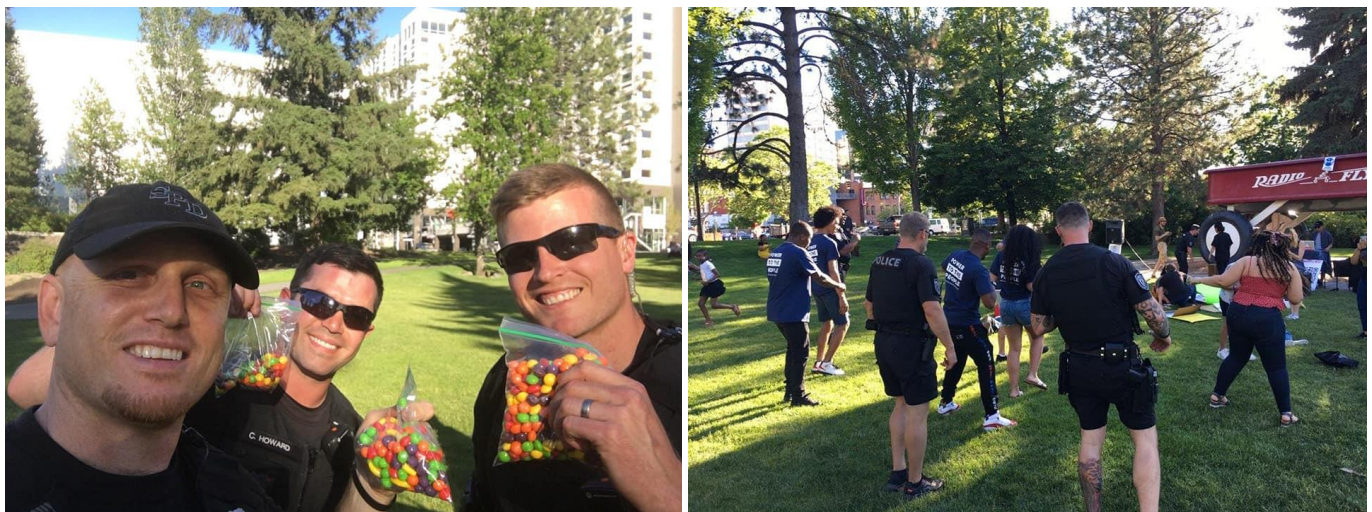
#### 5. What are the demographics of SPD?

The department continues to recruit highly qualified applicants throughout the community to include at local universities, colleges and local events. Current demographics of the department's commissioned officers are representative of our population; 307 males, 34 females; 306 white, 13 Hispanic/Latino, 6 African American/black, 5 Native American, 4 multi-ethnic, 1 Asian and 6 other. Our current academy of 13 recruits includes two African American/black officers and four women.

#### 6. How is SPD viewed by outside evaluators and regulators compared to other police departments?

In February of 2019, SPD was highlighted in the *Community Policing Dispatch*, which is the award-winning e-newsletter for the DOJ COPS Office. The title of this article, **Spokane Police Department: Reform at its Best**, highlighted SPD's "commitment to excellence", including "significant and permanent improvements." Additionally this article noted, "The SPD's use of force training requirements exceed accreditation standards and CRI-TA (DOJ Collaborative Reform) recommendations." This recent article highlighted many of the achievements obtained by SPD, even years after the Collaborative Reform work concluded. [https://cops.usdoj.gov/html/dispatch/02-2019/spokane\\_pd.html](https://cops.usdoj.gov/html/dispatch/02-2019/spokane_pd.html)

#### Officers helping out at the Juneteenth Celebration in Riverfront Park.







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL



The current Basic Law Enforcement Academy (BLEA) class added benches and a rose garden to the Officer Memorial at the Spokane Police Academy. What a great way to honor those that have sacrificed all to protect their communities.



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# **SPOKANE POLICE DIVISION**

## **CHIEF OF POLICE**

### **CRAIG N. MEIDL**

#### **Precinct Highlights**

##### **South Precinct**

###### **Crime Prevention and Notable Arrests**

Neighborhood Resource Officers (NROs) Mongan and Berrow had two great criminal interdictions resulting in traffic stops that led to three separate arrests. Both of those incidents resulted in search warrants for the vehicles.

- Two arrests were for Possession of Methamphetamine with Intent to Deliver, and also Unlawful Possession of a Firearm.
- The second traffic stop resulted in a foot pursuit that ended at the Martin Luther King Jr. Community Center area. That suspect initiated a physical altercation which resulted in NRO Berrow receiving injuries/abrasions and a serious knee injury. NRO Berrow missed three weeks of work because of that and is currently on light duty now.

NRO Willard is working on NRO Berrow's cases while he is out, and he is also assigned to the unlawful camping pod. NRO Willard was assigned a Burglary case involving a pair of brothers the second week of June. NRO Willard worked with Officer Schwering, and they were able to arrest both brothers on probable cause they developed from the investigation. Both brothers were also charged with Possession of Meth as well. This case involved five search warrants being served on seized vehicles from two suspects.

The South Precinct is working with Browne's Addition Neighborhood Council on addressing problems in Coeur d'Alene Park. The Precinct has patrol officers checking on illegal campers in the park and other nuisance activity, while the neighbors are conducting block watch walks in the neighborhood and reporting back on what they are seeing.

###### **Nuisance Properties**

South Precinct staff are currently working on four nuisance properties on the South Hill, all involving drug activity.

##### **North Precinct**

###### **Crime Prevention**

The North Precinct is working on 32 significant community concern/neighborhood mitigation locations. These locations may be drug houses, nuisance properties, high victimization locations (businesses), or simple neighborhood disputes. Many involve a tremendous amount of documentation, nuisance notifications and abatement processes. Each location is assigned a Neighborhood Resource Officer (NRO). The NROs maintain a bi-weekly log reporting on their significant projects.

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# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

Officer Cler: 4  
Officer Howe: 5  
Officer Kaurin: 6  
Officer Pavlishchak: 6  
Officer Storch: 8  
Officer Wells: 3

Recently Crime Analysis was able to interface with City Parking Enforcement and 311. Using PowerBI software, our NROs are now able to see 311 parking/abandoned vehicle complaints on maps of their areas. Many times, community crime and nuisance issues may be related to an abandoned vehicle or RV. Predators will often use these locations for shelter, storage, or a jump off point to prey on neighborhoods. Using these maps/reports, NROs are now able to see potential vehicles involved in their community issues.

#### **Downtown Precinct**

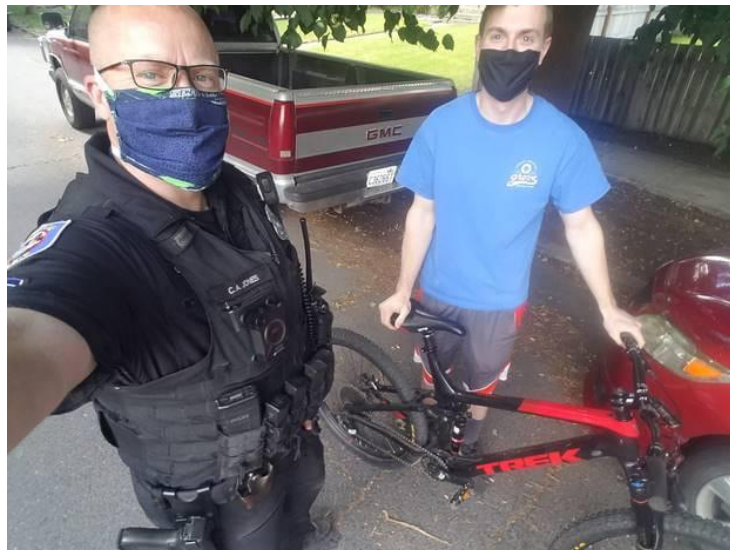
The Downtown Precinct staff are moving into their new location.

#### Notable Arrests

Neighborhood Resource Officer Casey Jones was featured in the following article. He is pictured below with the owner of the bike on a Facebook post.

Spokane Police officer finds, returns man's stolen bike worth thousands of dollars

<https://www.kxly.com/spokane-police-officer-finds-returns-mans-stolen-bike-worth-thousands-of-dollars/>







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Outreach Update

##### Shift of Community Outreach Unit during COVID-19

COU Officers are working the front desk at the Public Safety Building and are checking messages from community members.

If you or your loved ones have concerns regarding police enforcement of COVID-19 restrictions or simply have a question or rumor you'd like to have cleared up, please reach out to officers via the email address below:

[spdcommunityoutreach@spokanepolice.org](mailto:spdcommunityoutreach@spokanepolice.org).

##### Recent Outreach during COVID-19

- Community Outreach officers met with Renee White, one of the activists from the Black Lives Matter protests. She was coordinating the red wagon meetings on Mondays. Officers spent approximately 3 hours with her. It was a good and productive meeting.
- Officers had pizza delivered to a Juneteenth celebration, the MLK Center, and West Central Community Center.
- The Community Outreach Unit started moving towards a cooperative program with Big Brothers/Big Sisters, called "Bigs in Blue."
- Online meetings continue for several organizations such as World Relief, Shadle Wellness Coalition, West Central Wellness Coalition, and NE Partners.
- Community Outreach Officers are connecting with youth at Crosswalk Youth Shelter, skate parks, and the STA plaza.
- Officers have been coordinating with SPD Investigations to do outreach with youth who frequently run away from home.
- Officers have been handing out food at many community locations

##### Police Activities League (PAL)

- SPD is planning on a condensed Summer PAL session for 2020 due to COVID-19 concerns. SPD is partnering with the YMCA and Martin Luther King Jr. Community Center to work with youth in their programs.
- PAL begins July 14 at the North YMCA /Holmberg Park and July 15 at Riverfront Park.
- The final celebration is tentatively planned for August 6, 2020.







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

On June 25, Spokane Police Department Officers and Spokane County Sheriff's Office Deputies, as well as the Fire Department, helped twins, Emma and Noah, celebrate their birthday. The twins will remember this birthday!





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

Below, an officer plays basketball with a youth in his neighborhood.



#### Notable News

**Spokane Police Officers use Narcan to save lives of two apparent overdose victims in less than an hour**  
[https://www.khq.com/news/spokane-police-officers-use-narcan-to-save-lives-of-two-apparent-overdose-victims-in-less/article\\_03203b3a-b179-11ea-b4e6-ffb356ee7839.html#:~:text=SPOKANE%2C%20Wash.,an%20hour%20of%20each%20other.&text=%22Narc an%20was%20administered%20by%20officers,SPD%20said%20in%20a%20release](https://www.khq.com/news/spokane-police-officers-use-narcan-to-save-lives-of-two-apparent-overdose-victims-in-less/article_03203b3a-b179-11ea-b4e6-ffb356ee7839.html#:~:text=SPOKANE%2C%20Wash.,an%20hour%20of%20each%20other.&text=%22Narc an%20was%20administered%20by%20officers,SPD%20said%20in%20a%20release)



## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Subrecipient Agreement w/Spokane county-JAG 20-COVID
<b>Date:</b>	August 3, 2020
<b>Contact (email &amp; phone):</b>	Jennifer Hammond-625-4056, JHammond@spokanepolice.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Community
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Comprehensive Plan (CFU 1.9)
<b>Strategic Initiative:</b>	Advance Public Safety and Build Sustainable Resources
<b>Deadline:</b>	August 3, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Subrecipient agreement with Spokane County-JAG20COVID
<b>Background/History:</b> <p>The City of Spokane was recently awarded the Department of Justice (DOJ) COVID JAG award in the amount of \$391,333. This application was written to enhance overall resources to the region in order to keep the community safe while engaging in their daily jobs in Public Safety and in the County Jail system. Written into the application was a Sub-Contract to the Spokane County Jail system in the amount of \$83,000.</p> <p>The COUNTY will have \$83,000 to utilize for their approved projects. Total costs incurred to date at time of application included categories containing Coveralls, Gloves, Masks, Sanitization, Thermometers and Minor Equipment. To date, the actual totals for these items are as follows: Coveralls-\$7,374, Gloves-\$29,306, Masks-\$6,158, Sanitization Supplies-24,633, Thermometers-4,111, Equipment-5,663 for a total of \$77,245. The City would like to allow for an increase of ordering similar items from these categories and increase the amount to include an additional 5,755 for a total of \$83,000 for the subcontract.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Approval for the contract with Spokane County towards the Edward Byrnes-JAG FY2020 Grant</li> <li>Total Grant-\$391,333: City-\$308,333 &amp; County-\$83,000</li> <li>Supports Strategic Plan in Advancing Public Safety and developing Sustainable Resources by relying upon efficient funding from the DOJ.</li> <li>The City of Spokane would like to support the region by awarding a sub award to Spokane County's local detention centers.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source:	

Other budget impacts: (revenue generating, match requirements, etc.)No match requirement

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

# Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Spokane county-Spokane Police Department Joint-JAG 20-App.
<b>Date:</b>	August 3, 2020
<b>Contact (email &amp; phone):</b>	Jennifer Hammond-625-4056, JHammond@spokanepolice.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Community
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Comprehensive Plan (CFU 1.9)
<b>Strategic Initiative:</b>	Advance Public Safety and Build Sustainable Resources
<b>Deadline:</b>	August 3, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Spokane county-Spokane Police Department Joint-JAG 20-App.

### Background/History:

Each year, the Department of Justice Solicits Grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The County and City act as Disparate Jurisdictions and must share the monies. In 2011, the City and County entered into the MOU OPR 2011-0729 on how to apply and split the money each year. The monies are to be split equally, and the fiscal agent of the grant is allowed an additional 10% of the joint money.

The Spokane Police Department in collaboration with the Spokane County Sheriff's Office wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. A grant application will be submitted in total for \$144,883, which will be split as follows: City - \$65,197.35 and County - \$79,685.65.

The Spokane County and Spokane Police Department would like to jointly apply for the recently advertised Department of Justice (DOJ) COVID JAG award in the amount of \$144,883. The Spokane County agrees to use the funds for prosecution and law enforcement equipment. The Spokane Police Department (SPD) agrees to use the funds towards law enforcement equipment.

### Executive Summary:

- Approval for the MOU to apply with the Spokane County towards the Edward Byrnes-JAG FY2020 Grant
- Total Grant-\$144,883: City-\$65,197.35 & County-\$79,685.65
- Supports Strategic Plan in Advancing Public Safety and developing Sustainable Resources by relying upon efficient funding from the DOJ.

### 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.) No match requirement

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Budget transfer and increase to Forfeiture funds
<b>Date:</b>	June 1, 2020
<b>Contact (email &amp; phone):</b>	Maj. Eric Olsen eolsen@spokanepolice.org
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Chief Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of budget transfer of \$167,300 within the existing Forfeiture fund as well as SBO to increase Forfeiture fund by \$114,200 for the purchase of police equipment.
<b>Background/History:</b> The Spokane Police Department participates in Federal Equitable Sharing programs through the Dept. of Justice and the U.S. Dept. of the Treasury as well as through state programs. Federal guidelines restrict fund usage to law enforcement agencies for law enforcement purposes only. Funds received through state programs may be used as outlined in RCW 69.50.505, RCW 10.105.010, RCW 9 & RCW 9A.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>SPD requests approval to transfer \$167,300 with the existing Forfeiture budget from Reserves to equipment lines</li> <li>Approval of SBO to increase equipment lines by \$114,200</li> <li>Total purchasing request of \$281,500 from available funds</li> <li>Funds will be used for the purchase of:           <ul style="list-style-type: none"> <li>Training regarding human trafficking</li> <li>Starchase units and service</li> <li>Digital scanner software</li> <li>Plain vehicles for undercover detectives</li> <li>Controlled substance identifier equipment</li> <li>Night vision hardware</li> <li>Mobile x-ray equipment</li> </ul> </li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-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 Forfeitures and Contributions 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 Forfeitures and Contributions Fund, and the budget annexed thereto with reference to the Forfeitures and Contributions Fund, the following changes be made:

FROM:	1560-99999 99999-	Forfeiture Fund Undesignated Reserves	95,000
	1560-17200 21250-36930	Forfeiture Fund – State Confiscated/Forfeited	<u>19,200</u>
			<u>\$ 114,200</u>
TO:	1560-17100 21250-53522	Forfeiture Fund – Federal Power tools/Equipment	95,000
	1560-17200 21250-53502	Forfeiture Fund – State Minor Equipment	<u>19,200</u>
			<u>\$ 114,200</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase Forfeiture budget to be used towards law enforcement equipment and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire/IT
<b>Subject:</b>	OPR2017-0356  Annual Subscriptions with ESO Solutions to maintain the incident record management system for the Fire Department.
<b>Date:</b>	6/11/2019
<b>Contact (email &amp; phone):</b>	Ken Lamoreaux (X7156), <a href="mailto:klamoreaux@spokanecity.org">klamoreaux@spokanecity.org</a> Kim Bustos (X7155), <a href="mailto:kbustos@spokanecity.org">kbustos@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>  <p>This contract is with ESO Solutions for the annual maintenance and support of the incident record management system. This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.</p> <p>Contract period is for July 21, 2020 through July 20, 2021. Annual cost will be approximately \$79,371.78 (including tax). This is the 3rd annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.</p>	
<u>Budget Impact:</u> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	6" Fire Hydrants – Annual Value Blanket
<b>Date:</b>	3 August 2020
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , x7851
<b>City Council Sponsor:</b>	Breean Beggs, Council President
<b>Executive Sponsor:</b>	Scott Simmons, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	The existing value blanket for these products expired June 19, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of 6" Fire Hydrants in varying bury depths on an as-needed basis to support new construction and necessary replacements over a one-year period.
<b>Background/History:</b> RFQ #5071-19 for 6" Fire Hydrants – Annual Value Blanket was publicly solicited in May 2019. Four quotes were received. Award was correspondingly recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. This represents the first annual renewal with no change in cost at mutual consent; three annual renewal options remain.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Renewal recommended with Core &amp; Main (Spokane Valley, WA) not to exceed \$225,000.00 including tax</li> <li>• First renewal at no change in cost, three renewal options remain</li> <li>• Original RFQ #5071-19</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 7/15/20

**Type of expenditure:** Goods ☒ Services ☐

**Department:** Water

**Approving Supervisor:** Loren Searl

**Amount of Proposed Expenditure:** \$225,000

**Funding Source:** Water Department Budget

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

Current value blanket expired 6/19/20.

**What are the impacts if expenses are deferred?**

We will not have hydrants to install for public works projects or for hydrant replacements.

**What alternative resources have been considered?**

None.

**Description of the goods or service and any additional information?**

Renewal of Value Blanket 301062.  
 6" Mueller Super Centurion National Standard Fire Hydrants  
 -5.0' Bury - \$1693.00ea  
 -5.5' Bury - \$1730.50ea  
 -6.0' Bury - \$1768.00ea

**Person Submitting Form/Contact:** Ryan Treffry x7817

**FINANCE SIGNATURE:**

DocuSigned by:

  
 CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

  
 9C36E3376992442...

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	COVID-19 Department of Commerce ESG Award
<b>Date:</b>	7/21/2020
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The award agreement was received on July 15, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$272,216.81 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding from the Washington State Department of Commerce to respond to the COVID-19 outbreak and to subgrant these funds to homeless service providers award in the CHHS COVID-19 Emergency Housing RFP.
<b>Background/History:</b> The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. CHHS is aware of 3 awards being made to the City from ESG-CV Funds. The first tranche of \$991,359 was already received directly from HUD. An additional \$3,362.228 has been awarded by HUD directly but not yet received by the City. This tranche of \$272,216 is being awarded through a formula by the Department of Commerce to the Consolidated Homeless Grant lead agencies throughout the state. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.	
<b>Executive Summary:</b> Given the immediate needs faced by our communities, the Department of Commerce announced the funds are subject to the following flexibilities and conditions provided by the CARES Act: <ul style="list-style-type: none"> <li>• The funds are not subject to the 60% spending cap on emergency shelter and outreach;</li> <li>• The funds are exempt from typical ESG match requirements;</li> <li>• Federal habitability and environmental review standards and requirements do not apply to temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.</li> </ul> Additional program guidelines from the Department of Commerce are forthcoming. The funds will be allocated through the ongoing COVID-19 RFP process and are anticipated to support shelter, isolation, and sanitation, as needed. An SBO will be submitted for these ESG-CV funds to be added to the Department budget.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: HUD	

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☒

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.



**Grant Agreement with**

Spokane City of - Human Services

through

Community Services and Housing Division  
Housing Assistance Unit

**For**

Emergency Solutions Grant – COVID 19 (ESG-CV)

**Start date:** July 1, 2020

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Attachment A, Scope of Work

Attachment B, Budget

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Emergency Solutions Grant – COVID 19 (ESG-CV)**

<b>1. Grantee</b> Spokane City of - Human Services 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Grantee Doing Business As (optional)</b> N/A	
<b>3. Grantee Representative</b> Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b> Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
<b>5. Grant Amount</b> \$272,216.81	<b>6. Funding Source</b> <b>Federal: X State: Other: N/A:</b>		<b>7. Start Date</b> July 1, 2020
<b>8. End Date</b> June 30, 2022			
<b>9. Federal Funds (as applicable)</b> \$272,216.81	<b>Federal Agency:</b> HUD		<b>CFDA Number:</b> 14.231
<b>Indirect Rate (if applicable):</b> .25%			
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0003387-03	<b>12. UBI #</b> 328013877	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> This grant provides resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Guidelines for the Emergency Solutions Grant – COVID 19 (ESG-CV) Program.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name and Title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
FEDERAL FUNDS**

**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

**2. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the approved Budget – Attachment B for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and the Guidelines for ESG-CV. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number **20-4613C-125**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
FEDERAL FUNDS**

**5. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

**Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
FEDERAL FUNDS**

State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**7. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Emergency Solutions Grant COVID 19 (ESG-CV) Guidelines
- HEARTH ESG Interim Rule

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
FEDERAL FUNDS**

**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

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**5. AMENDMENTS**

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

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS’ FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

**9. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

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- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due



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notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the program subject to this Agreement including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding and/or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

**13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**15. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**16. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**19. INDIRECT COSTS**

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

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**20. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**21. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

**24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**25. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**26. POLITICAL ACTIVITIES**

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
  - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii. Positive efforts shall be made to use small and minority-owned businesses.
  - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

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- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

**28. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**29. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**30. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**31. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**32. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**33. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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**34. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**35. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**36. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**37. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**38. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**39. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**40. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**41. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

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**42. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

**43. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



**Scope of Work**

The Grantee will use the funds awarded under this contract to administer grant activities per the Emergency Solutions Grant – COVID 19 (ESG-CV) Guidelines and per the Budget as outlined in Attachment B.

Budget

Budget	Total
Admin	\$19,055.00
Shelter Operations	\$253,161.81
Total	\$272,216.81



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Internet Edge Hardware Upgrade
<b>Date:</b>	August 3, 2020
<b>Author (email &amp; phone):</b>	Theresa Pellham, <a href="mailto:tpellham@spokanecity.org">tpellham@spokanecity.org</a> , 625-6948
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Replacement Funds: 5310-73100-94000-56409
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	August 24, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Upgrade existing Internet Edge hardware
<b><u>Background/History:</u></b>  Upgrade the existing network (hardware and infrastructure topology) that provides access to: 1) Internet, 2) DMZ (servers that provide data to external users/customers), and 3) County/PSB campus, requires new equipment and a re-design of the infrastructure. The new equipment and re-design will improve network redundancy, increase network data capacity, improve network resiliency, increase data security, and enable increased capacity for future demands.  This contract with CompuNet, Inc. provides Cisco network hardware, professional implementation services, one year maintenance and support, and five years of required license coverage.	
<b><u>Executive Summary:</u></b>  <ul style="list-style-type: none"> <li>Cisco network hardware purchase, implementation, 1 year maintenance and support and 5 years required licensing from CompuNet, Inc.</li> <li>Contract total is \$269,512.30 and is fully covered by replacement funds. Pricing utilizes WA NASPO contract #AR233(14-19) 01114.</li> <li>Hardware, support and maintenance contract term is August 24, 2020 to August 23, 2021</li> <li>Required DNA licensing contract term is August 24, 2020 to August 23, 2025</li> </ul>	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	VirTra upgrade and service agreement
<b>Date:</b>	August 3 <sup>rd</sup> , 2020
<b>Contact (email &amp; phone):</b>	Dir. Jacqui MacConnell jmacconnell@spokanepolice.org
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Chief Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of upgrade and service agreement with VirTra for their virtual training program.
<b>Background/History:</b> The Spokane Police Department currently owns and operates a VirTra virtual training system at the Spokane Police Training Center for in-service training and WSCJTC BLEA sessions. The current system is becoming outdated and needs to be upgraded. Separately, WSCJTC and SPD have reached an agreement for WSCJTC to reimburse SPD for annual subscription costs during 2021 through 2025.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• <i>First year costs include setup &amp; training, shipping &amp; handling, and year 1 subscription fee</i> <ul style="list-style-type: none"> <li>○ Year 1 total \$33,715.73</li> <li>○ Funded using mixture of SPD SIP Loan funds and SPD General Fund budget</li> </ul> </li> <li>• <i>Separate WSCJTC and SPD MOU for WSCJTC to reimburse SPD for annual subscription fee in years 2-5</i></li> <li>• <i>SPD will be the primary liaison with VirTra and shall coordinate any maintenance and annual updates</i></li> <li>• <i>Agreement term with VirTra is for 12 months and will be renewed for additional periods of 12 months, up to a total aggregated term of 60 months, unless and until one party provides the other with written notice of termination</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	MOU with WSCJTC for VirTra virtual training system
<b>Date:</b>	August 3rd, 2020
<b>Contact (email &amp; phone):</b>	Dir. Jacqui MacConnell jmacconnell@spokanepolice.org
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Chief Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of MOU with WSCJTC for the reimbursement of VirTra costs over a 5 year span.
<b>Background/History:</b> The Spokane Police Department currently owns and operates a VirTra virtual training system at the Spokane Police Training Center for in-service training and WSCJTC BLEA sessions. WSCJTC and SPD desire to contract with VirTra to provide an upgrade and service agreement for the current system.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• <i>WSCJTC and SPD agree to enter into a 5 year service agreement with VirTra Inc. and share the expenses as follows:</i> <ul style="list-style-type: none"> <li>○ <i>SPD agrees to cover first year costs totaling \$33,715.73 which includes setup and training</i></li> <li>○ <i>WSCJTC agrees to reimburse SPD for annual subscription fees of \$25,975/year for years 2-5</i></li> </ul> </li> <li>• <i>SPD will be the primary liaison with VirTra and shall coordinate any maintenance and annual updates</i></li> <li>• <i>Agreement will expire on May 31<sup>st</sup>, 2025</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • [www.cjtc.state.wa.us](http://www.cjtc.state.wa.us)

## AGREEMENT

This agreement is made and entered into by and between the Spokane Police Department and the Washington State Criminal Justice Training Commission, hereinafter referred to as the "Commission".

Whereas the Commission, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Commission is in partnership with the City of Spokane Police Department to hold and conduct two BLEA training sessions per year at the Spokane Police Department training center at 2302 N Waterworks St, Spokane, WA 99212 and

Whereas the Spokane Police Department owns and operates a VirTra virtual training system at the Spokane Police Training Center for in service training and WSCJTC BLEA sessions and agrees to make the VirTra system available to outside law enforcement agencies as scheduling allows. The Commission recognizes the order of priority for the VirTra system is first, BLEA when in session. Second, the Spokane Police Department and third, outside agencies as coordinated through Spokane Police Department.

Whereas the Commission and Spokane Police desires to contract with VirTra to provide an upgrade and service agreement for the Spokane Training Facility VirTra system. The Commission and Spokane Police Department agree to enter into a 5 year service agreement with VirTra Inc (See Attachment A, VirTra Simulated Firearms Equipment and Training Services Agreement) and share the expense of this agreement as set forth below.

Now therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

(1) Term

This agreement shall commence on the 25th day of May, 2020 and terminate on the 31st day of May, 2025, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the Spokane Police Department

The Spokane Police Department shall be the primary liaison with VirTra for this agreement. They shall coordinate any maintenance and annual updates with VirTra.

- (a) Providing classroom instruction as required to BLEA students per the BLEA curriculum.
- (b) Train VirTra operators through VirTra according to the agreement.
- (c) Schedule and coordinate annual VirTra updates and maintenance as needed.

{JEH1180342.DOC;1/00020.900160/ }

*Motto: Training the Guardians of Democracy*

- (d) Advise the Commission of scheduled updates and any other maintenance completed.
- (e) Coordinate with the Commission and BLEA on annual curriculum updates that may involve VirTra.
- (g) Agree to use only BLEA approved scenarios and scenes, if available, while instructing for BLEA.
- (h) Suggest revisions to academy programs and curriculum as necessary.

(3) Consideration/financial obligations

In consideration of those services provided under this agreement, the Commission recommends that the Spokane Police Department enter into the agreement with VirTra as the sole customer with VirTra Inc. (See attachment A) Spokane Police Department will make all payments of this agreement to VirTra and be reimbursed by the Commission for the Commission portion of the agreement.

(4) Party financial agreement/obligations

Parties agree to the following financial obligations for the five year service agreement with VirTra.

<u>Spokane Police Department</u>	First year cost plus set up and training.
Set up and Training	\$5,940.00
S and H	\$1,800.00
First annual recurring payment	\$25,975.73
Total:	\$33,715.73

WSCJTC "Commission"	Following four year annual payments.
April 2021	\$25,975.00
April 2022	\$25,975.00
April 2023	\$25,975.00
April 2024	\$25,975.00
Total:	\$103,900.00

(5) Modification

Dates and amounts may be modified based on VirTra rate at time of contract and VirTra contract/work available time lines. Modified dates and amounts must be agree to by all parties and reflected in amended sections to this agreement.

(6) Termination of Agreement

This agreement will terminate five years from the date of inception and at that time is subject to renewal or extension as negotiated by parties.

(7) Damages to and ownership of equipment.

It is understood going into this agreement that the VirTra system located at the Spokane CJTC Training center is the property of the Spokane Police Department.

Damages to the Spokane Training Center VirTra that are not covered through the VirTra maintenance agreement are the sole responsibility of the Spokane Police Department. The Spokane Police Department agrees to keep the VirTra operational for the duration of this agreement. Catastrophic or cost prohibitive repairs are subject to negotiation between the Commission and Spokane Police Department.

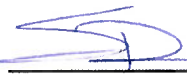


The Virtra virtual training system and associated equipment will remain the property of the Spokane Police Department upon completion or termination of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice  
Training Commission

Spokane Police Department



5/20/2020



5/19/2020

Sue Rahr, Executive Director  
Criminal Justice Training Commission  
19010 1st Avenue South  
Burien, Washington 98148

Date

Chief Craig Meidl  
Spokane Police Department  
1100 West Mallon Ave  
Spokane, WA 99260

Date

cc: Brian Elliott, Fiscal Manager, WSCJTC  
Doug Tangen, BLEA Commander  
Dave Adams, BLEA Assistant Commander – Spokane Academy  
Adam Potter, Sergeant – Spokane Academy Firearms



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Account Name Spokane Police Department  
Contact Name Adam Potter  
Phone (509) 742-8116  
Email apotter@spokanepolice.org

Created Date 2/11/2020  
Quote Number 00003455  
Expiration Date 6/1/2020

Ship To Name Spokane Police Department  
VirTra STEP Annual Contract Offering

Prepared By Nick Newhouse  
Phone (480) 968-1488  
Extension 5028  
Email nnewhouse@virtra.com

## VIRTRA, INC.

### SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES AGREEMENT

**AGREEMENT:** Simulated Firearm Equipment and Training Services Agreement (the "Agreement") is made and entered by and between the organizations or entities set forth below to provide Agency with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "System").

#### CONTRACT PRICE SUMMARY:

##### Contract initiation payments (one time.)

Setup & Training: \$5,940.00  
S&H \$1,800.00

##### Annual Recurring Payment:

Annual Contract \$25,975.73  
Rate (STEP)

**TERM:** Unless earlier terminated as set forth herein, this Agreement shall remain in force for an initial period of twelve (12) months (the "Initial Term"). After the Initial Term, and this Agreement shall automatically renew for additional periods of twelve (12) months (each a "Renewal Term") unless and until one party provides the other party with written notice of termination at least sixty (60) days prior to the end of the Initial Term or any then current Renewal Term. The Initial Term plus any Renewal Term shall be considered to be the "Term" of this Agreement.

**EXHIBITS:** The following exhibits are incorporated herein by reference and form a material part of this Agreement.

**Exhibit A: General Terms and Conditions.**

**Exhibit B: Maintenance and Support Agreement.**

**Exhibit C: System Acceptance Check List.**

**Exhibit D: Services, Equipment, and Pricing Summary**


**SIGNATURES:** By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

**FOR AGENCY**

Signature

Printed Name and Title

Date

  
Craig N. Meidl

Chief of Police

5/19/2020



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**FOR VIRTRA**

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Signature

---

Date

---

Printed Name and Title

7970 South Kyrene Road  
Tempe, AZ 85284  
(480) 968-1488

**EXHIBIT A**

**VIRTRA, INC.**

**AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES**

**GENERAL TERMS AND CONDITIONS**

**1. NON-EXCLUSIVE AGREEMENT**

The Agreement does not establish an exclusive contract between the Agency and VirTra. Each party expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from VirTra; and the unrestricted right to bid and supply any such product, support or service.

**2. PRODUCTS AND SERVICES**

VirTra agrees to provide the Agency with the System, including all goods and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein, as well as all necessary manpower and other necessary resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE PARTIES AGREE THAT ALL TERMS AND CONDITIONS ARE SET FORTH IN THIS AGREEMENT.

Employees and agents of VirTra, shall, while on the premises of the Agency, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, VirTra shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied, as set forth in Exhibit B to this Agreement.

All equipment shall be delivered to a Agency site specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing.

Upon any termination or expiration of this Agreement, the System and all other related materials provided to Agency hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the System and related materials. The System and related materials must be returned to VirTra in good repair and functionality, considering reasonable wear and tear.

VirTra shall provide the System and perform work in a professional manner consistent with, at a minimum, general industry standards.

**3. NECESSARY ACTS AND FURTHER ASSURANCES**

The parties agree that they shall cooperate and execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**4. COUNTING DAYS**

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

**5. PRICING**

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.



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#### **6. MODIFICATION**

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Agency unless it is in writing and signed by an authorized representative of the Agency.

#### **7. HAZARDOUS SUBSTANCES**

If any product being offered, delivered or supplied to the Agency is listed in the Hazardous Substances List of the Regulations of the Occupational Safety and Health Administration, or if the product presents a physical or health hazard, VirTra must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

#### **8. SHIPPING AND RISK OF LOSS**

Goods shall be packaged, marked and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Agency. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to Agency will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, VirTra agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at Agency's destination; and such loss, injury or destruction shall not release VirTra from any obligation hereunder.

#### **9. INSPECTION AND RELATED RIGHTS**

All goods and services are subject to inspection, testing, approval and acceptance by the Agency. Inspection shall be made within prior to execution of the System Acceptance Checklist, shown in Exhibit C.

In the event that VirTra's goods are not accepted by Agency due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected goods.

The rights and remedies of Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by Agency of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by VirTra, or of any other claim, right or remedy of the Agency.

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Exhibit C.

#### **10. ADJUSTMENT BY COMPANY**

The Agency reserves the right to waive a variation in specification of goods or services supplied by VirTra. VirTra may request an equitable adjustment of payments to be made by Agency if Agency requires a change in the goods or services to be delivered. Any claim by VirTra for resulting adjustment of payment must be asserted within thirty (30) days from the date of receipt by VirTra of the notification of change required by Agency.

#### **11. INVOICING**

VirTra shall invoice Agency on a periodic basis, in accordance with the pricing set forth in Exhibit B of the Agreement. Invoices shall be sent to the Agency customer or department referenced above or such other person or address as the Agency may provide to VirTra, in writing, from time to time. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice date, invoice number, and payment term; Agency contract number; pricing per the Agreement; applicable taxes; and total cost.

VirTra and Agency shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

#### **12. AVAILABILITY OF FUNDING**

The Agency's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and upon appropriation for payment to VirTra.

#### **13. PAYMENT**

The Agency's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder.

#### **14. OTHER PAYMENT PROVISIONS**

Notwithstanding anything to the contrary, Agency shall not make payments prior to receipt of service or goods (i.e. the Agency will not make "advance payments").

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified. VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and



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such payment shall be identified under VirTra's federal and state identification number(s).

#### **15. TERMINATION FOR CAUSE**

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to the other party. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation by a party of any applicable laws or regulations; or (c) assignment or delegation by a party of the rights or duties under this Agreement without the written consent of the other party.

In lieu of terminating immediately upon default, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

#### **16. TERMINATION FOR BANKRUPTCY**

If VirTra is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of VirTra's insolvency, the Agency may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

#### **17. DISPUTES**

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be subject to mediation and then binding arbitration.

#### **18. ACCOUNTABILITY**

VirTra will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, VirTra must take immediate action to correct or resolve the issues.

#### **19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**

VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer its rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

#### **20. MERGER AND ACQUISITION**

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving VirTra. In the event of an acquisition, merger, divestiture or other transfer of rights VirTra must ensure that the enquiring entity or the new entity is legally required to:

A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.

B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.

C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

#### **21. COMPLIANCE WITH ALL LAWS & REGULATIONS**

VirTra shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. VirTra's violation of this provision shall be deemed a material default by VirTra, giving Agency the right to terminate the Agreement. Examples of such Regulations include but are not limited to Occupational Safety and Health Act of 1970 and the standards and regulations issued there under. VirTra agrees to indemnify and hold harmless the Agency for any loss, damage, fine, penalty, or any expense whatsoever as a result of VirTra's failure to comply with the act and any standards or regulations issued there under.

#### **22. FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.





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The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Agency shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by VirTra. The Agency shall reserve the right to extend the agreement and time for performance at its discretion.

## **23. CONFLICTS OF INTEREST**

VirTra shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations. In accepting this Agreement, VirTra covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. VirTra further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. VirTra, including but not limited to VirTra's employees and subcontractors.

## **24. INDEPENDENT CONTRACTOR**

VirTra shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Agency. VirTra shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Agency and VirTra. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Agency, nor shall any such person be entitled to any benefits available or granted to employees of the Agency.

VirTra is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

## **25. INSURANCE**

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

## **26. DAMAGE AND REPAIR BY CONTRACTOR**

Any and all damages caused by VirTra's negligence or operations shall be repaired, replaced or reimbursed by VirTra at no charge to the Agency. Repairs and replacements shall be completed in a timely and expedient manner. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from VirTra's vehicles or during performance shall be the responsibility of VirTra. All materials must be cleaned up in a manner and time reasonably acceptable to Agency (completely and immediately to prevent potential as well as actual environmental damage). VirTra must promptly report each incident to the Agency. Damage observed by VirTra, whether or not resulting from VirTra's operations or negligence shall be promptly reported by VirTra to Agency. Agency may, at its option, approve and/or dictate the actions that are in Agency's best interests.

## **28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

VirTra represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from VirTra to Agency at the F.O.B. point, subject to the right of Agency to reject upon inspection.

## **29. INDEMNITY**

Neither party shall not be liable for, and each party shall defend, indemnify and hold harmless the other party and the employees and agents of the other party (collectively, the "Indemnified Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of a party or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of a party. A party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a party is obligated to indemnify, defend and hold harmless the other party as set forth herein.

## **30. WARRANTY; MAINTENANCE**

VirTra shall provide the warranty and maintenance services set forth in Exhibit B to this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

## **31. COOPERATION WITH REVIEW**

VirTra shall cooperate with Agency's periodic review of VirTra's performance. VirTra shall make itself available onsite to review the progress of the project and Agreement, as requested by the Agency, upon reasonable advance notice.

## **32. NON-DISCRIMINATION**

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504). VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital



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status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

**33. SEVERABILITY**

Should any part of the Agreement between Agency and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**34. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Agency. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Agency so specifies.

**35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES**

VirTra may not use the name of the Agency or reference any endorsement from the Agency in any fashion for any purpose, without the prior express written consent of the Agency.

**36. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

**37. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**38. EXECUTION & COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

**39. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

**40. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

**41. CONTRACT EXECUTION**

Unless otherwise prohibited by law or Agency policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

**42. AGENCY POINT OF CONTACT**

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

**43. THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

**44. AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.



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#### 45. DATA AND OWNERSHIP

All content generated or stored by the System that is related to the performance and activity of Agency personnel while using the System ("Content") shall be the sole and exclusive property of Agency. Agency acknowledges and agrees that the System provides certain Content backup and verification features and that preservation of the Content is the sole and exclusive responsibility of Agency.

Agency hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring System performance and function, System maintenance, calibration, data aggregation for tests, training results, measurements, etc.

#### 46. CONFIDENTIAL INFORMATION

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

#### 47. LIMITATION OF LIABILITY

Both parties' liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of five hundred thousand dollars (\$500,000) or two (2) times the Total Agreement Value. For purposes of this Section, "Total Agreement Value" will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. The foregoing limitation of liability shall not apply to: (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage; (ii) willful misconduct, gross negligence, or fraud; or (iii) reasonable attorney's fees.

#### 48. OWNERSHIP PROPERTY

Except as expressly set forth herein, Agency acknowledges and agrees that all right, title, and interest in and to the System (and the intellectual property rights associated therewith) provided to Agency under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the System to Agency. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the System to Agency provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the System after transference is permitted only by means of a continuing license from VirTra.

#### 49. TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Buyer's Purchase Orders.

#### 50. TAX EXEMPTION

Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific goods and services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

### Exhibit B Maintenance and Support Agreement

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit B, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1: VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.  
\*Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit B.

- Upgrade VirTra Operating System (VOS) Features<sup>1</sup>
- Install new VirTra training scenarios<sup>2</sup>
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics
- Clean Simulator Screens
- Upgrade to most current base library
- Recalibrate System





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- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items
- Test Threat-Fire™ Devices for Proper Functionality
- Test OC & Taser Devices for Proper Functionality
- Inspect & Test Speakers and Sound FX
- Provide a List of Inspected Items
- Provide User Refresher Training

2: Parts and Labor in the event of a non-functioning system or accessory.<sup>3</sup>

3: Use of VirTra's Advance Replacement Program.<sup>4</sup>

4: Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.

6: Travel expenses if a VirTra technician must travel to customer location.

7: Overnight Shipping on all replacement or repaired parts<sup>5</sup>

8: Remote Assistance<sup>6</sup>

1 – VirTra Operating Software Version 4 (VOS 4) will be automatically upgraded to the most current 4.XX.XX release during Annual visit. Hardware must be supported by the new release and have enough hard drive space available on the system.

2 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.

3 – TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle.

4 – Limited Quantities and not available for all components.

5 – Where Available.

6 – Agency must allow remote access to System.

### **Exhibit C Service Upgrade Checklist**

Inquire on what projectors are on site to ensure the correct bulbs are included

Inquire on hard drive capacity and type to ensure adequate replacements are included as needed

Check and replace projector bulbs (annually, after 900 hours have been put on the bulbs)

Clean computer(s), keyboard, monitor(s)

Computer diagnostics: remove unnecessary programs, de-fragment if HDD is used, verify hard drive space available and type

Test all Weapon Kits and Wireless Accessories

Ensure manuals are correct for System/Accessories

Check sizes of Content folders (LE, MIL, and VSA folders)

Take pictures of front and rear of stack

Take pictures of disassembled kits

Verify types and serial numbers of all kits on site

Clean simulator screens

Install VirTra Operating System (VOS) updates (if applicable)

Re-calibrate system - verify and mitigate onsite IR devices.

Verify Shot Tracking and any anomalies

Recondition recoil kits to ensure proper function. Test batteries and seals/o-rings. Verify Tracking pulse length and input serials into VOS.

Inspect Refill Station to ensure optimal performance, identify any CO2 leaks, align refill blocks as needed

Verify CO2 tank type.

Test Threat-Fire devices for proper functionality and connectivity to system

Test OC and Taser devices for proper functionality and accuracy.

Check battery level on Taser and advise if replacement needed.

Inspect and Test Speakers: ensure all speakers are producing output on Master and Cluster machines.

Test volume balancing and sound equalization.

Provide refresher training for customer. -

Observe customers start/use/shutdown procedures and verify correct process.

Address questions on basic operation and maintenance.

Review proper startup and shutdown procedures

Adding/configuring/zeroing/removing weapons

Configuring trainees/trainee sets

Accessory controller use with M-16 kits and Threat Fire devices.

Inspect and replace the Refill Station nozzle seal, if needed.

Provide customer with a list of inspected items



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**Exhibit D:  
Services, Equipment, and Pricing Summary**

Product Code	Product	Quantity
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	1.00
V-ATCC-5-STEP	VirTra Advanced Trainer Certification Course	2.00
V-180LE-1	VirTra 180 LE (w/ 1 year warranty)	1.00
VHU-BS-180	Borderless Screens (V-180 Systems)	1.00
VWSA-WS	Wireless Station	1.00
VWSA-RFS	Refill Station	1.00
VATU-TFII	VirTra Threat-Fire™	2.00
VTRK-G22	VirTra Tetherless-Glock 22	3.00
VTRK-G22-MAG	VirTra Tetherless-Glock 22-Magazine	3.00
VWSA-G22-AP	VirTra Tetherless-Glock 22-Adapter Plate	1.00
VATR-M16	VirTra Tetherless-Advanced AR15/M16	2.00
VATR-M16-MAG	VirTra Tetherless-Advanced AR15/M16-Magazine	2.00
VWSA-VATRM16-AP	VirTra Tetherless-Advanced AR15/M16-Adapter Plate	1.00
VATU-LL-G2X	Low Light-Training-G2X	1.00
VATU-FLT-G2X	Advanced Handheld Flashlight	1.00
VNLW-TAS-X26/P	X26P TASER®	2.00
VNLW-OCC-MK3	OC Canister-MK3	2.00

**\$25,975.72**



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Account Name Spokane Police Department  
Contact Name Adam Potter  
Phone (509) 742-8116  
Email apotter@spokanepolice.org

Created Date 6/11/2020  
Quote Number 00003455  
Expiration Date 8/1/2020

Ship To Name Spokane Police Department  
VirTra STEP Annual Contract Offering

Prepared By Nick Newhouse  
Phone (480) 968-1488  
Extension 5028  
Email nnewhouse@virtra.com

## VIRTRA, INC.

### SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES AGREEMENT

**AGREEMENT:** Simulated Firearm Equipment and Training Services Agreement (the "Agreement") is made and entered by and between the organizations or entities set forth below to provide Agency with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "System").

#### CONTRACT PRICE SUMMARY:

##### Contract initiation payments (one time.)

Setup & Training: \$5,940.00  
S&H \$1,800.00

##### Annual Recurring Payment:

Annual Contract \$25,975.73  
Rate (STEP)

**TERM:** This Agreement will become effective upon the date the customer receives and accepts control over a substantial portion of the equipment listed on Exhibit D and services listed on the System Acceptance Checklist (Exhibit C) but not more than 90 days after Contract execution date. Unless terminated as set forth herein, this Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of sixty (60) months, unless and until one party provides the other party with written notice of termination at least sixty (60) days prior to the end of the Term, or any subsequent Renewal Term.

**EXHIBITS:** The following exhibits are incorporated herein by reference and form a material part of this Agreement.

**Exhibit A: General Terms and Conditions.**

**Exhibit B: Maintenance and Support Agreement.**

**Exhibit C: System Acceptance Check List.**

**Exhibit D: Services, Equipment, and Pricing Summary**

**SIGNATURES:** By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

FOR AGENCY

Signature

Date

Printed Name and Title



FOR VIRTRA

Signature

Date

Printed Name and Title

7970 South Kyrene Road  
Tempe, AZ 85284  
(480) 968-1488

## **EXHIBIT A**

### **VIRTRA, INC.**

## **AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES**

### **GENERAL TERMS AND CONDITIONS**

#### **1. NON-EXCLUSIVE AGREEMENT**

The Agreement does not establish an exclusive contract between the Agency and VirTra. Each party expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from VirTra; and the unrestricted right to bid and supply any such product, support or service.

#### **2. PRODUCTS AND SERVICES**

VirTra agrees to provide the Agency with the System, including all goods and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein, as well as all necessary manpower and other necessary resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE PARTIES AGREE THAT ALL TERMS AND CONDITIONS ARE SET FORTH IN THIS AGREEMENT.

Employees and agents of VirTra, shall, while on the premises of the Agency, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, VirTra shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied, as set forth in Exhibit B to this Agreement.

All equipment shall be delivered to a Agency site specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing.

Upon any termination or expiration of this Agreement, the System and all other related materials provided to Agency hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the System and related materials. The System and related materials must be returned to VirTra in good repair and functionality, considering reasonable wear and tear.

VirTra shall provide the System and perform work in a professional manner consistent with, at a minimum, general industry standards.

#### **3. NECESSARY ACTS AND FURTHER ASSURANCES**

The parties agree that they shall cooperate and execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

#### **4. COUNTING DAYS**

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

#### **5. PRICING**

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.



## **6. MODIFICATION**

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Agency unless it is in writing and signed by an authorized representative of the Agency.

## **7. HAZARDOUS SUBSTANCES**

If any product being offered, delivered or supplied to the Agency is listed in the Hazardous Substances List of the Regulations of the Occupational Safety and Health Administration, or if the product presents a physical or health hazard, VirTra must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

## **8. SHIPPING AND RISK OF LOSS**

Goods shall be packaged, marked and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Agency. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to Agency will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, VirTra agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at Agency's destination; and such loss, injury or destruction shall not release VirTra from any obligation hereunder.

## **9. INSPECTION AND RELATED RIGHTS**

All goods and services are subject to inspection, testing, approval and acceptance by the Agency. Inspection shall be made within prior to execution of the System Acceptance Checklist, shown in Exhibit C.

In the event that VirTra's goods are not accepted by Agency due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected goods.

The rights and remedies of Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by Agency of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by VirTra, or of any other claim, right or remedy of the Agency.

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Exhibit C.

## **10. ADJUSTMENT BY COMPANY**

The Agency reserves the right to waive a variation in specification of goods or services supplied by VirTra. VirTra may request an equitable adjustment of payments to be made by Agency if Agency requires a change in the goods or services to be delivered. Any claim by VirTra for resulting adjustment of payment must be asserted within thirty (30) days from the date of receipt by VirTra of the notification of change required by Agency.

## **11. INVOICING**

VirTra shall invoice Agency on a periodic basis, in accordance with the pricing set forth in Exhibit B of the Agreement. Invoices shall be sent to the Agency customer or department referenced above or such other person or address as the Agency may provide to VirTra, in writing, from time to time. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice date, invoice number, and payment term; Agency contract number; pricing per the Agreement; applicable taxes; and total cost.

VirTra and Agency shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

## **12. AVAILABILITY OF FUNDING**

The Agency's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and upon appropriation for payment to VirTra.

## **13. PAYMENT**

The Agency's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder.

## **14. OTHER PAYMENT PROVISIONS**

Notwithstanding anything to the contrary, Agency shall not make payments prior to receipt of service or goods (i.e. the Agency will not make "advance payments").

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and



such payment shall be identified under VirTra's federal and state identification number(s).

#### **15. TERMINATION FOR CAUSE**

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to the other party. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation by a party of any applicable laws or regulations; or (c) assignment or delegation by a party of the rights or duties under this Agreement without the written consent of the other party.

In lieu of terminating immediately upon default, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

#### **16. TERMINATION FOR BANKRUPTCY**

If VirTra is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of VirTra's insolvency, the Agency may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

#### **17. DISPUTES**

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be subject to mediation and then binding arbitration.

#### **18. ACCOUNTABILITY**

VirTra will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, VirTra must take immediate action to correct or resolve the issues.

#### **19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**

VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer its rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

#### **20. MERGER AND ACQUISITION**

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving VirTra. In the event of an acquisition, merger, divestiture or other transfer of rights VirTra must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.
- B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.
- C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

#### **21. COMPLIANCE WITH ALL LAWS & REGULATIONS**

VirTra shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. VirTra's violation of this provision shall be deemed a material default by VirTra, giving Agency the right to terminate the Agreement. Examples of such Regulations include but are not limited to Occupational Safety and Health Act of 1970 and the standards and regulations issued there under. VirTra agrees to indemnify and hold harmless the Agency for any loss, damage, fine, penalty, or any expense whatsoever as a result of VirTra's failure to comply with the act and any standards or regulations issued there under.

#### **22. FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.





The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Agency shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by VirTra. The Agency shall reserve the right to extend the agreement and time for performance at its discretion.

### **23. CONFLICTS OF INTEREST**

VirTra shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations. In accepting this Agreement, VirTra covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. VirTra further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. VirTra, including but not limited to VirTra's employees and subcontractors.

### **24. INDEPENDENT CONTRACTOR**

VirTra shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Agency. VirTra shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Agency and VirTra. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Agency, nor shall any such person be entitled to any benefits available or granted to employees of the Agency.

VirTra is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

### **25. INSURANCE**

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

### **26. DAMAGE AND REPAIR BY CONTRACTOR**

Any and all damages caused by VirTra's negligence or operations shall be repaired, replaced or reimbursed by VirTra at no charge to the Agency. Repairs and replacements shall be completed in a timely and expedient manner. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from VirTra's vehicles or during performance shall be the responsibility of VirTra. All materials must be cleaned up in a manner and time reasonably acceptable to Agency (completely and immediately to prevent potential as well as actual environmental damage). VirTra must promptly report each incident to the Agency. Damage observed by VirTra, whether or not resulting from VirTra's operations or negligence shall be promptly reported by VirTra to Agency. Agency may, at its option, approve and/or dictate the actions that are in Agency's best interests.

### **28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

VirTra represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from VirTra to Agency at the F.O.B. point, subject to the right of Agency to reject upon inspection.

### **29. INDEMNITY**

Neither party shall not be liable for, and each party shall defend, indemnify and hold harmless the other party and the employees and agents of the other party (collectively, the "Indemnified Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of a party or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of a party. A party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a party is obligated to indemnify, defend and hold harmless the other party as set forth herein.

### **30. WARRANTY; MAINTENANCE**

VirTra shall provide the warranty and maintenance services set forth in Exhibit B to this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

### **31. COOPERATION WITH REVIEW**

VirTra shall cooperate with Agency's periodic review of VirTra's performance. VirTra shall make itself available onsite to review the progress of the project and Agreement, as requested by the Agency, upon reasonable advance notice.

### **32. NON-DISCRIMINATION**

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504). VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital



status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

### **33. SEVERABILITY**

Should any part of the Agreement between Agency and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

### **34. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Agency. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Agency so specifies.

### **35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES**

VirTra may not use the name of the Agency or reference any endorsement from the Agency in any fashion for any purpose, without the prior express written consent of the Agency.

### **36. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

### **37. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

### **38. EXECUTION & COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

### **39. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

### **40. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

### **41. CONTRACT EXECUTION**

Unless otherwise prohibited by law or Agency policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

### **42. AGENCY POINT OF CONTACT**

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

### **43. THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

### **44. AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.



#### 45. DATA AND OWNERSHIP

All content generated or stored by the System that is related to the performance and activity of Agency personnel while using the System (“Content”) shall be the sole and exclusive property of Agency. Agency acknowledges and agrees that the System provides certain Content backup and verification features and that preservation of the Content is the sole and exclusive responsibility of Agency.

Agency hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring System performance and function, System maintenance, calibration, data aggregation for tests, training results, measurements, etc.

#### 46. CONFIDENTIAL INFORMATION

“Confidential Information” shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party’s written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party’s Confidential Information by virtue of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

#### 47. LIMITATION OF LIABILITY

Both parties’ liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of five hundred thousand dollars (\$500,000) or two (2) times the Total Agreement Value. For purposes of this Section, “Total Agreement Value” will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. The foregoing limitation of liability shall not apply to: (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage; (ii) willful misconduct, gross negligence, or fraud; or (iii) reasonable attorney’s fees.

#### 48. OWNERSHIP PROPERTY

Except as expressly set forth herein, Agency acknowledges and agrees that all right, title, and interest in and to the System (and the intellectual property rights associated therewith) provided to Agency under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra’s partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the System to Agency. Notwithstanding the foregoing, VirTra may, in VirTra’s sole discretion, transfer ownership of the System to Agency provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the System after transference is permitted only by means of a continuing license from VirTra.

#### 49. TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from VirTra’s quotes or Buyer’s Purchase Orders.

#### 50. TAX EXEMPTION

Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific goods and services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Buyer to pay all required taxes. Additionally, it will be Buyer’s responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

### Exhibit B Maintenance and Support Agreement

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit B, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1: VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

\*Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Upgrade VirTra Operating System (VOS) Features <sup>1</sup>
- Install new VirTra training scenarios<sup>2</sup>
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics
- Clean Simulator Screens
- Upgrade to most current base library
- Recalibrate System



- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items
- Test Threat-Fire™ Devices for Proper Functionality
- Test OC & Taser Devices for Proper Functionality
- Inspect & Test Speakers and Sound FX
- Provide a List of Inspected Items
- Provide User Refresher Training

2: Parts and Labor in the event of a non-functioning system or accessory.<sup>3</sup>

3: Use of VirTra's Advance Replacement Program.<sup>4</sup>

4: Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.

6: Travel expenses if a VirTra technician must travel to customer location.

7: Overnight Shipping on all replacement or repaired parts<sup>5</sup>

8: Remote Assistance<sup>6</sup>

1 – VirTra Operating Software Version 4 (VOS 4) will be automatically upgraded to the most current 4.XX.XX release during Annual visit. Hardware must be supported by the new release and have enough hard drive space available on the system.

2 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.

3 – TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle.

4 – Limited Quantities and not available for all components.

5 – Where Available.

6 – Agency must allow remote access to System.

### **Exhibit C**

#### **Service Upgrade Checklist**

As needed: Add New Computers, New Projectors, Computer Rack, New Instructor Station, Tracking System, RE-Laser Input Devices, Update Scenario Library

Inquire on what projectors are on site to ensure the correct bulbs are included

Inquire on hard drive capacity and type to ensure adequate replacements are included as needed

Check and replace projector bulbs (annually, after 900 hours have been put on the bulbs)

Clean computer(s), keyboard, monitor(s)

Computer diagnostics: remove unnecessary programs, de-fragment if HDD is used, verify hard drive space available and type

Test all Weapon Kits and Wireless Accessories

Ensure manuals are correct for System/Accessories

Check sizes of Content folders (LE, MIL, and VSA folders)

Take pictures of front and rear of stack

Take pictures of disassembled kits

Verify types and serial numbers of all kits on site

Clean simulator screens

Install VirTra Operating System (VOS) updates (if applicable)

Re-calibrate system - verify and mitigate onsite IR devices.

Verify Shot Tracking and any anomalies

Recondition recoil kits to ensure proper function. Test batteries and seals/o-rings. Verify Tracking pulse length and input serials into VOS.

Inspect Refill Station to ensure optimal performance, identify any CO2 leaks, align refill blocks as needed

Verify CO2 tank type.

Test Threat-Fire devices for proper functionality and connectivity to system

Test OC and Taser devices for proper functionality and accuracy.

Check battery level on Taser and advise if replacement needed.

Inspect and Test Speakers: ensure all speakers are producing output on Master and Cluster machines.

Test volume balancing and sound equalization.

Provide refresher training for customer. -

Observe customers start/use/shutdown procedures and verify correct process.

Address questions on basic operation and maintenance.

Review proper startup and shutdown procedures

Adding/configuring/zeroing/removing weapons

Configuring trainees/trainee sets



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Accessory controller use with M-16 kits and Threat Fire devices.  
Inspect and replace the Refill Station nozzle seal, if needed.  
Provide customer with a list of inspected items

**Exhibit D:  
Services, Equipment, and Pricing Summary**

Product Code	Product	Quantity
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	1.00
V-ATCC-5-STEP	VirTra Advanced Trainer Certification Course	2.00
V-180LE-1	VirTra 180 LE (w/ 1 year warranty)	1.00
VHU-BS-180	Borderless Screens (V-180 Systems)	1.00
VWSA-WS	Wireless Station	1.00
VWSA-RFS	Refill Station	1.00
VATU-TFII	VirTra Threat-Fire™	2.00
VTRK-G22	VirTra Tetherless-Glock 22	3.00
VTRK-G22-MAG	VirTra Tetherless-Glock 22-Magazine	3.00
VWSA-G22-AP	VirTra Tetherless-Glock 22-Adapter Plate	1.00
VATR-M16	VirTra Tetherless-Advanced AR15/M16	2.00
VATR-M16-MAG	VirTra Tetherless-Advanced AR15/M16-Magazine	2.00
VWSA-VATRM16-AP	VirTra Tetherless-Advanced AR15/M16-Adapter Plate	1.00
VATU-LL-G2X	Low Light-Training-G2X	1.00
VATU-FLT-G2X	Advanced Handheld Flashlight	1.00
VNLW-TAS-X26/P	X26P TASER®	2.00
VNLW-OCC-MK3	OC Canister-MK3	2.00

\$25,975.73



# VEHICLE COSTS BY MILEAGE

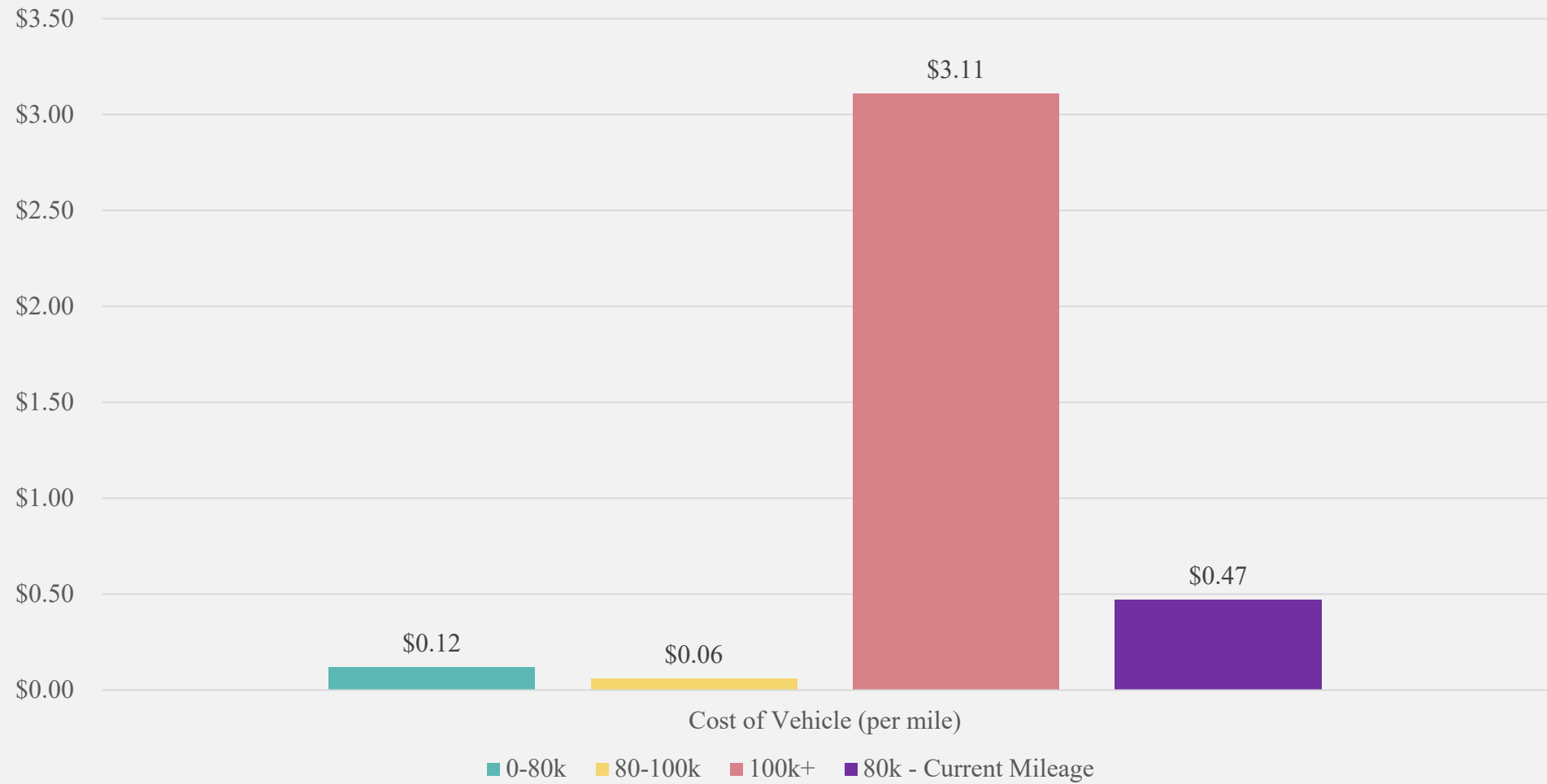
*David W. Paine*

*Director – Fleet Services*

*City of Spokane*

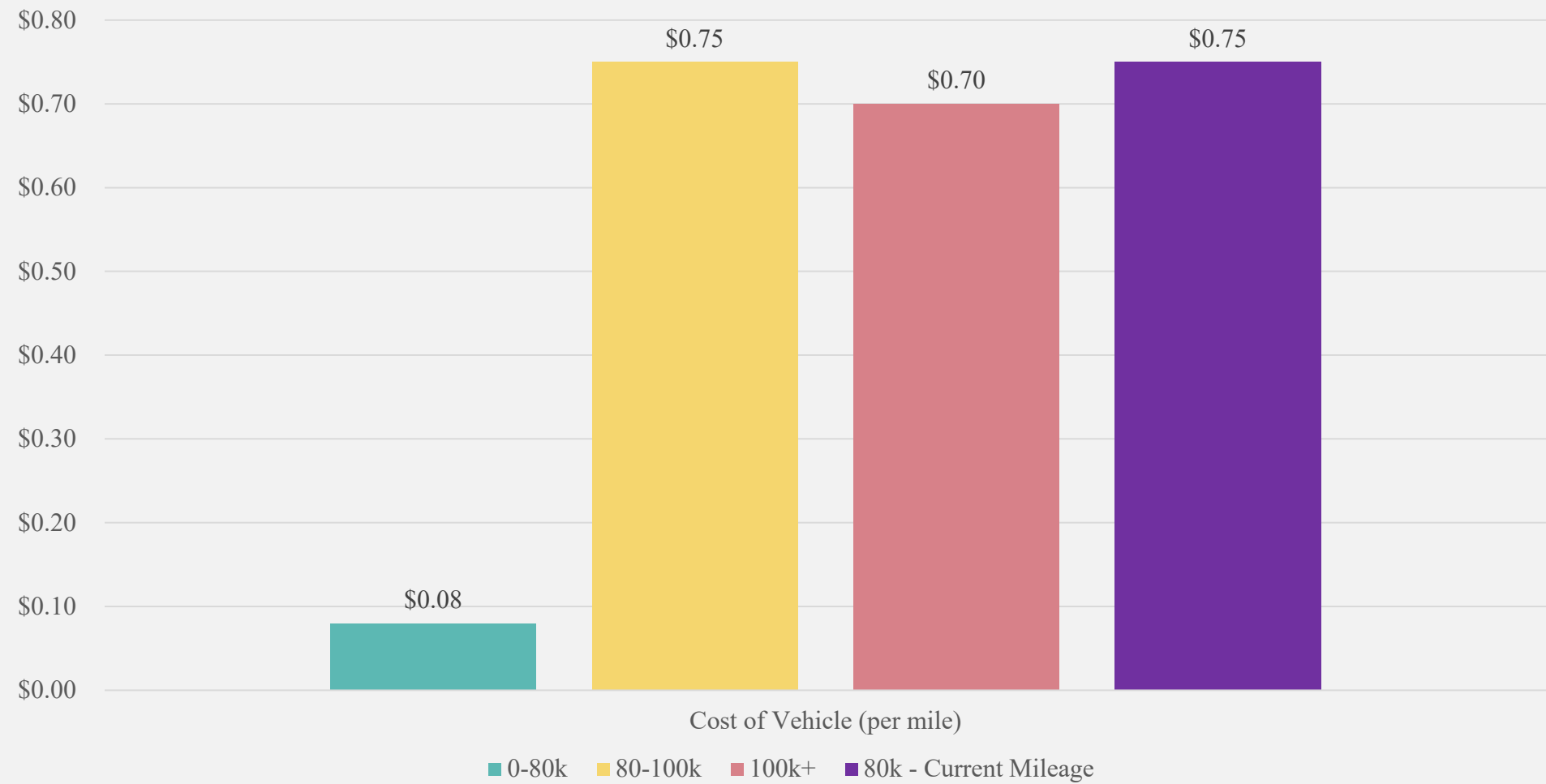
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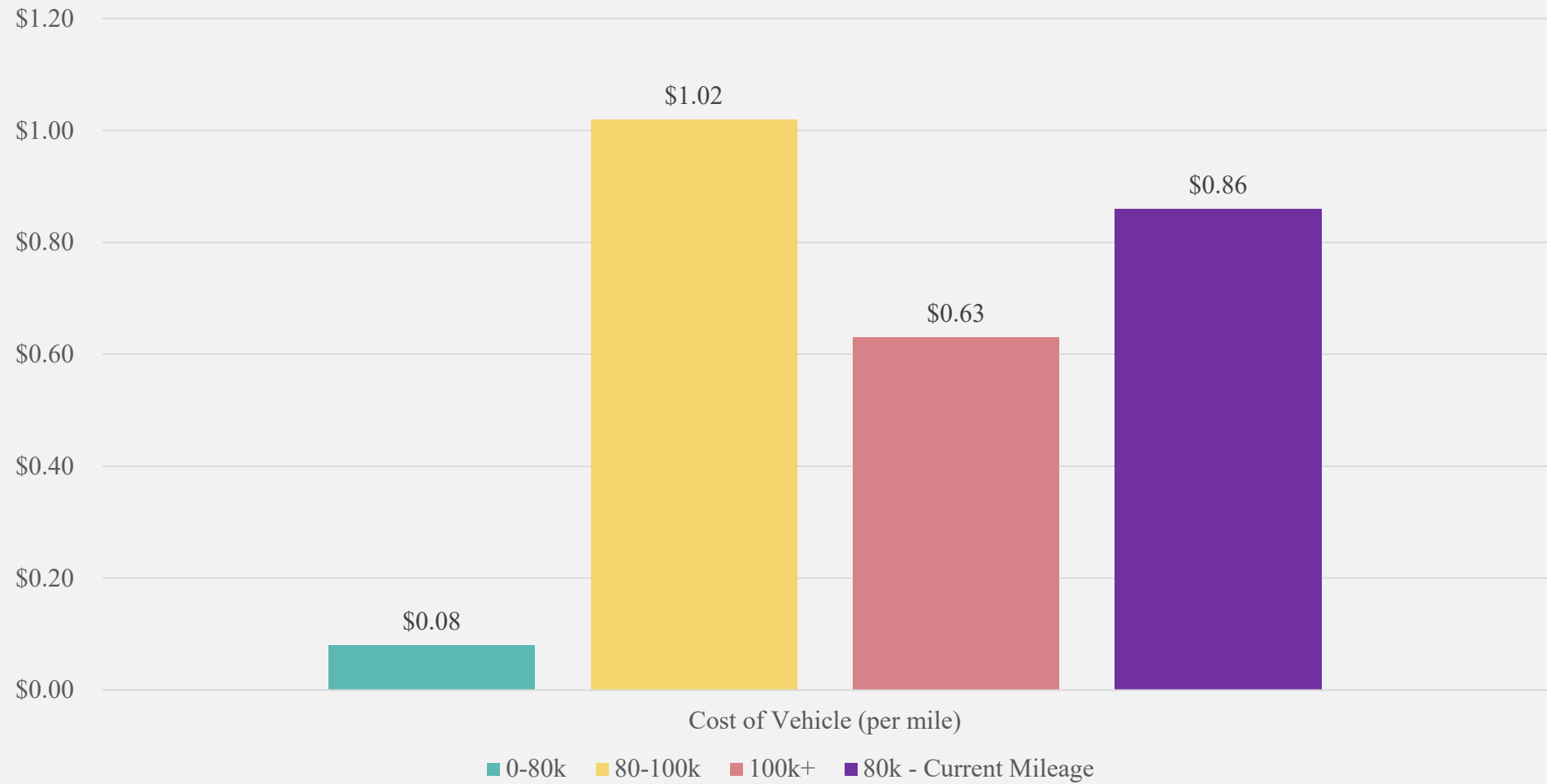
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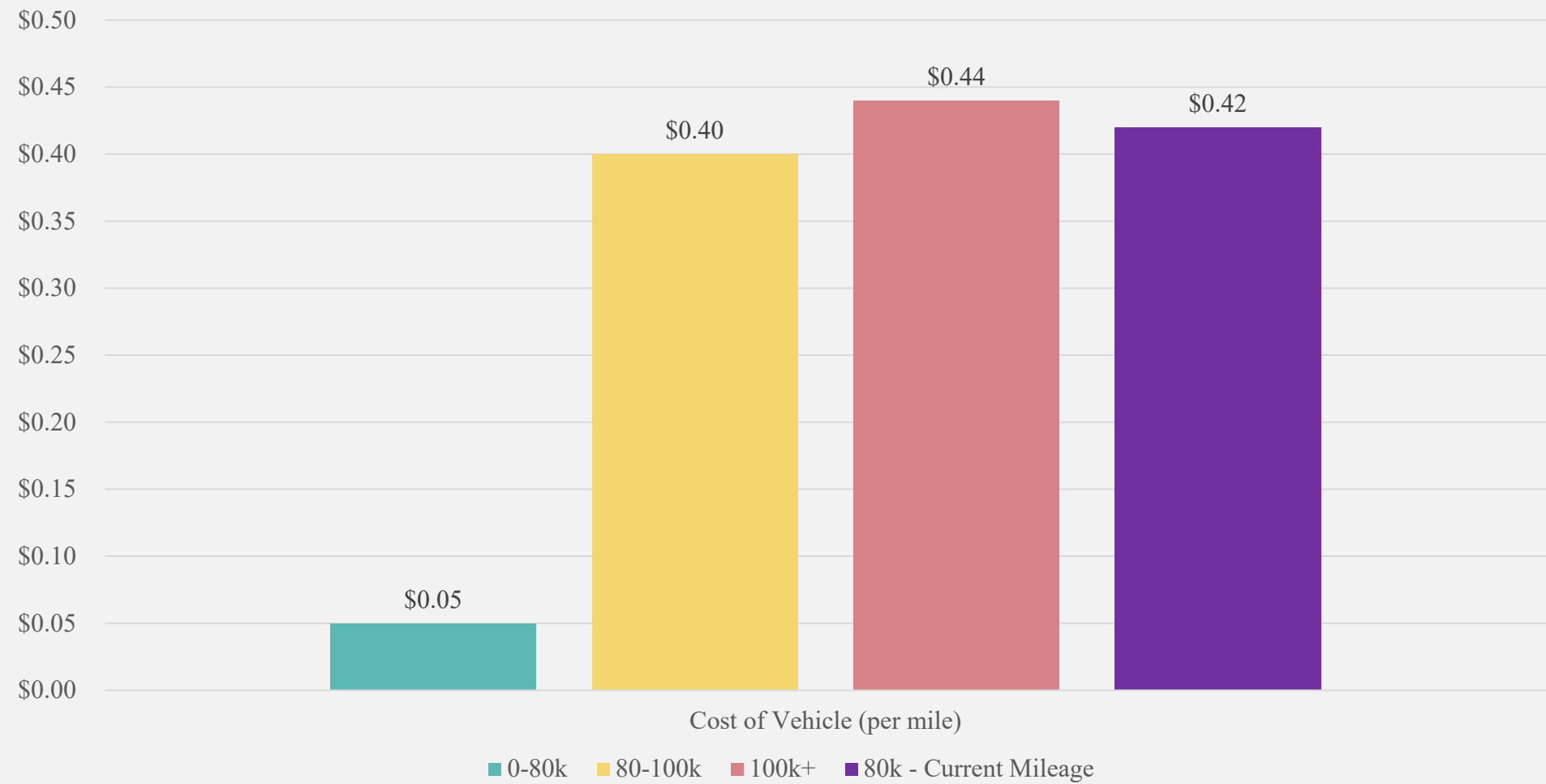
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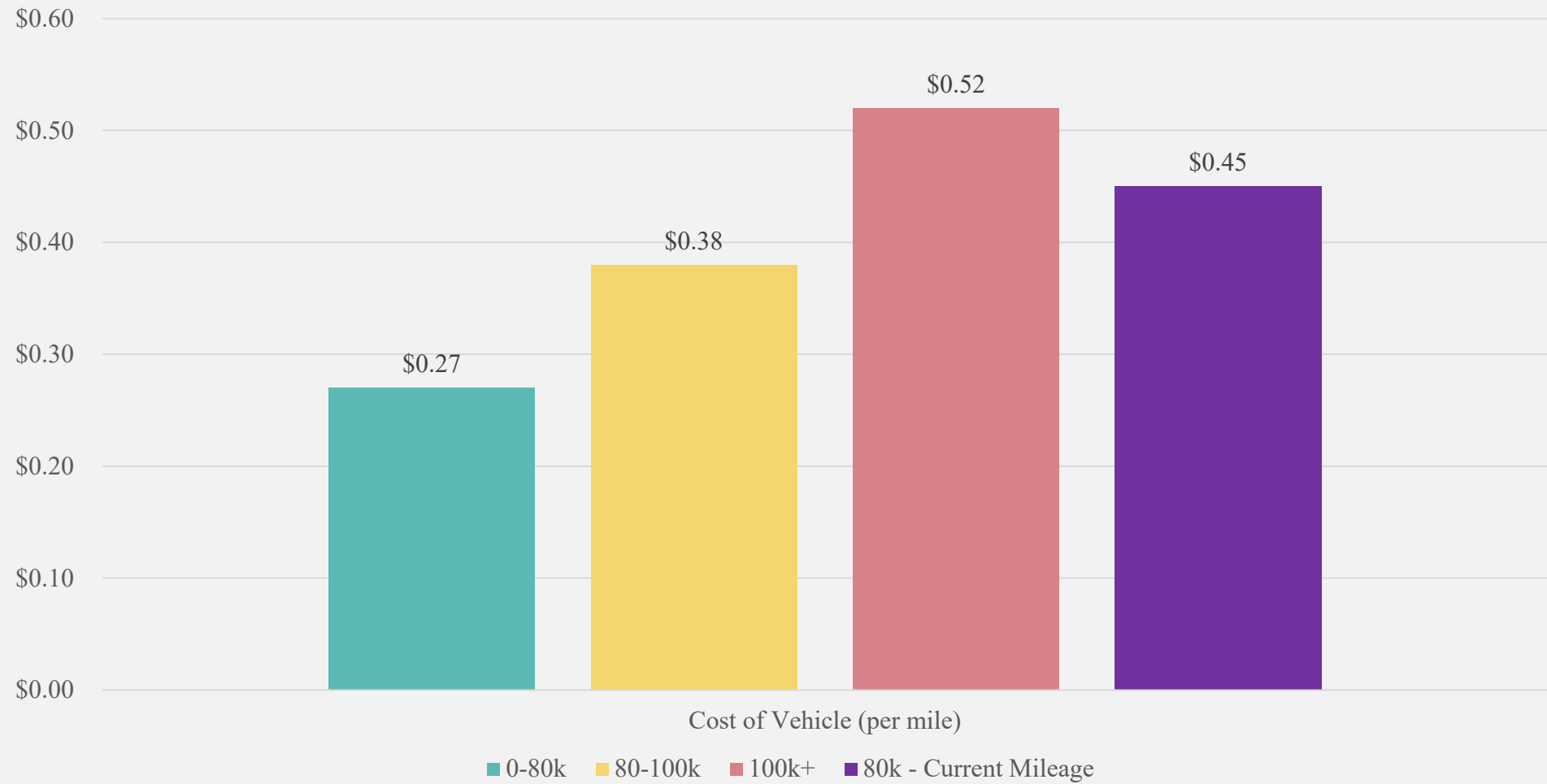
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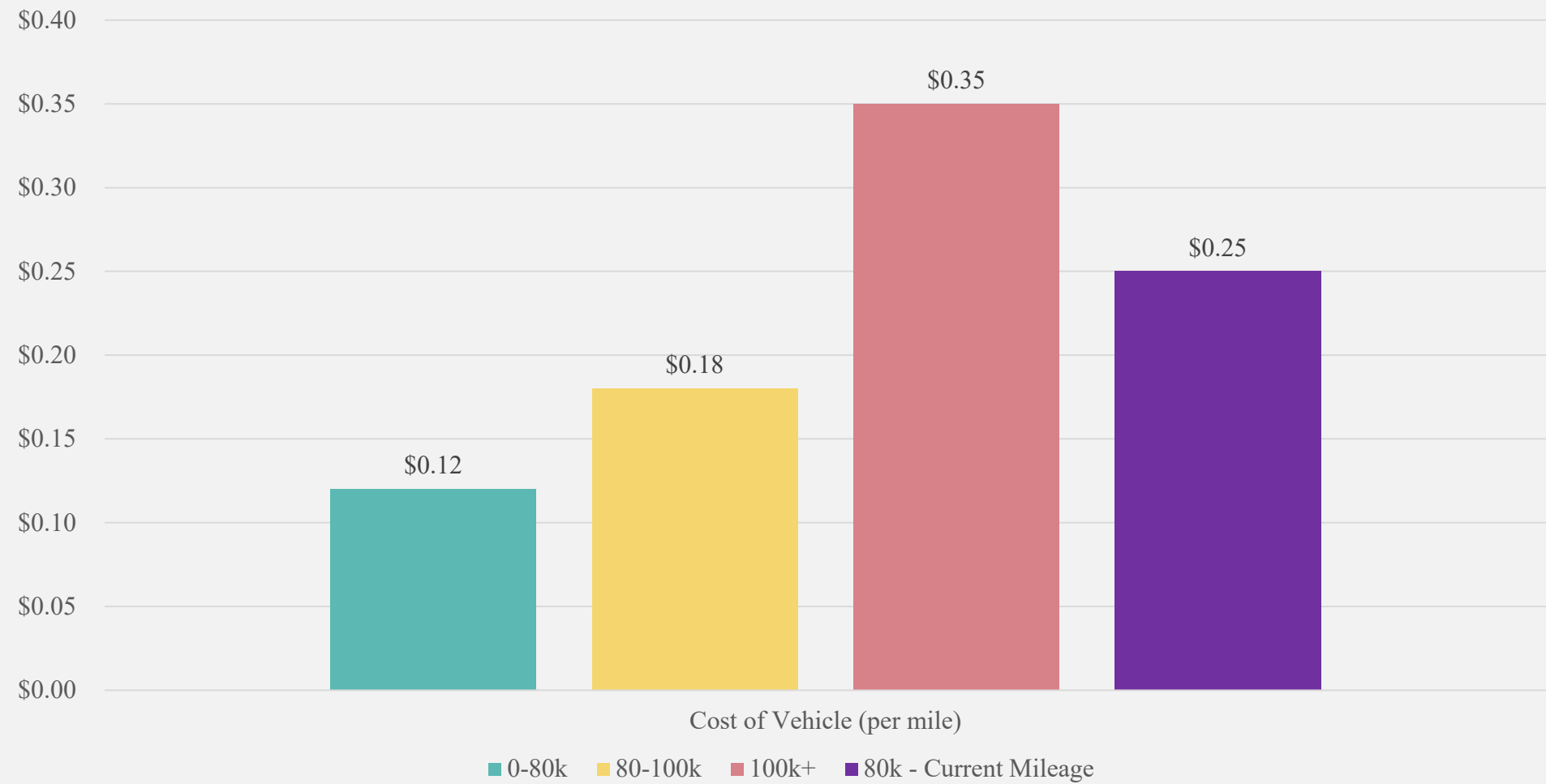
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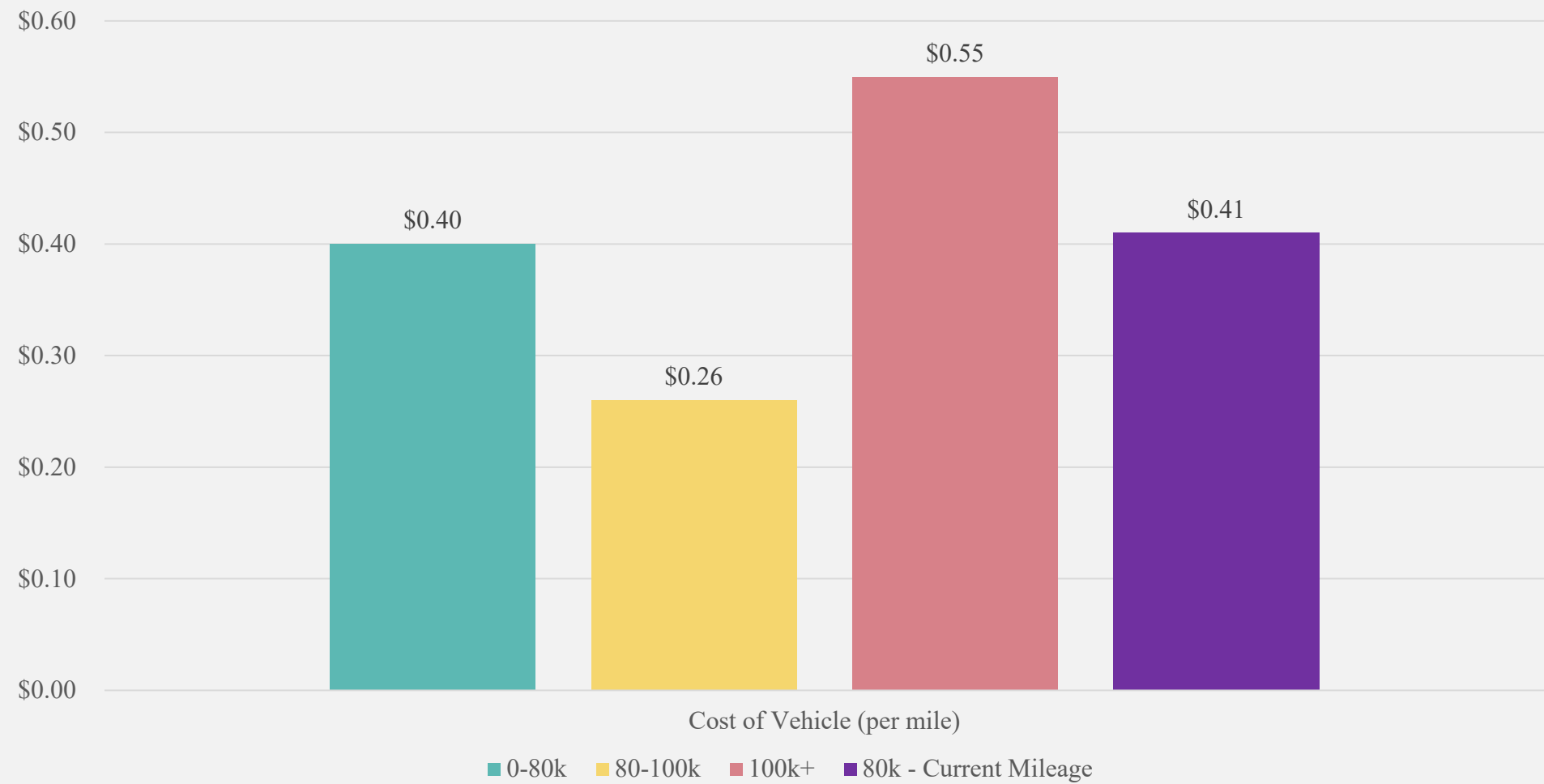
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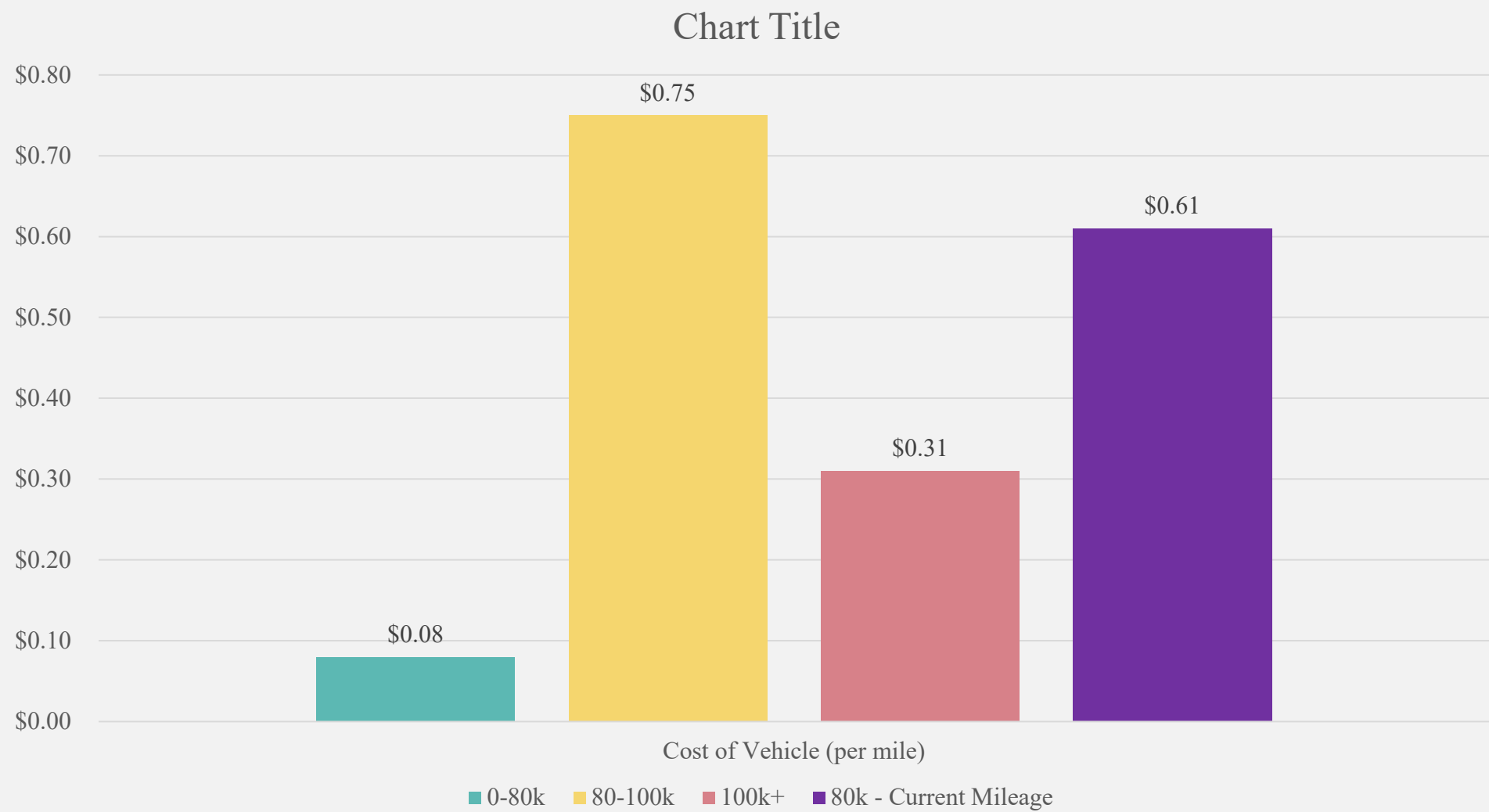


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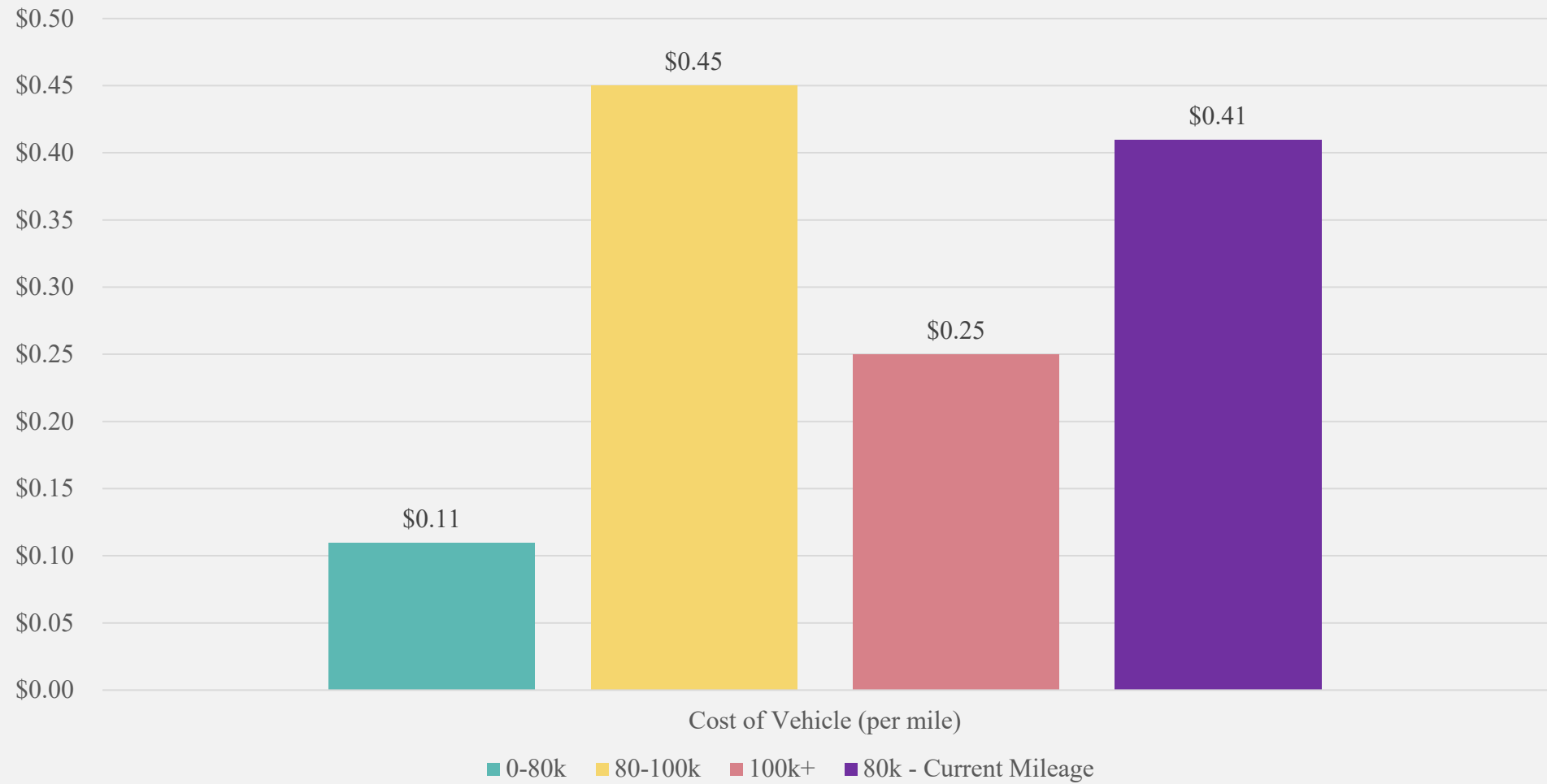


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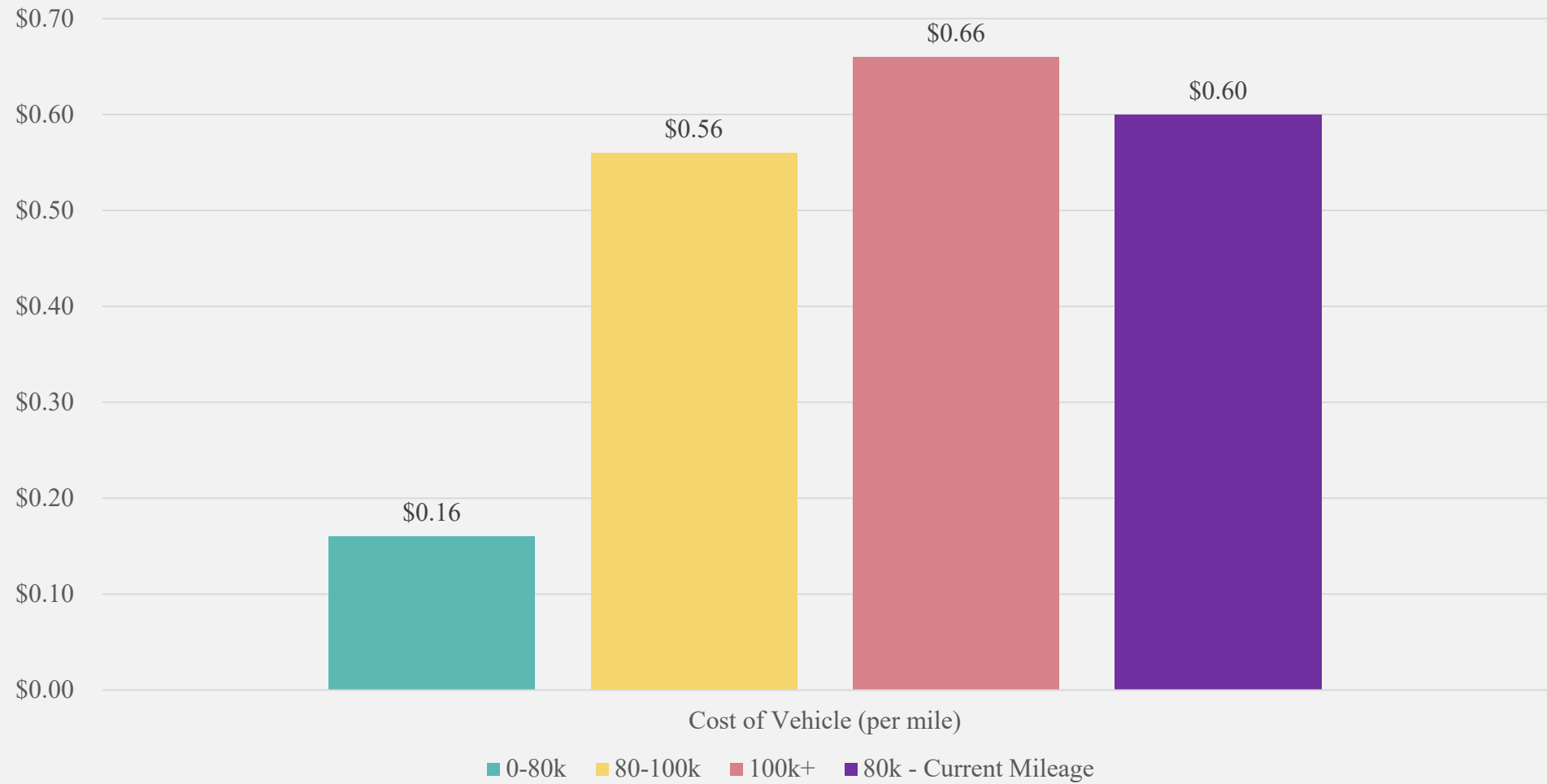
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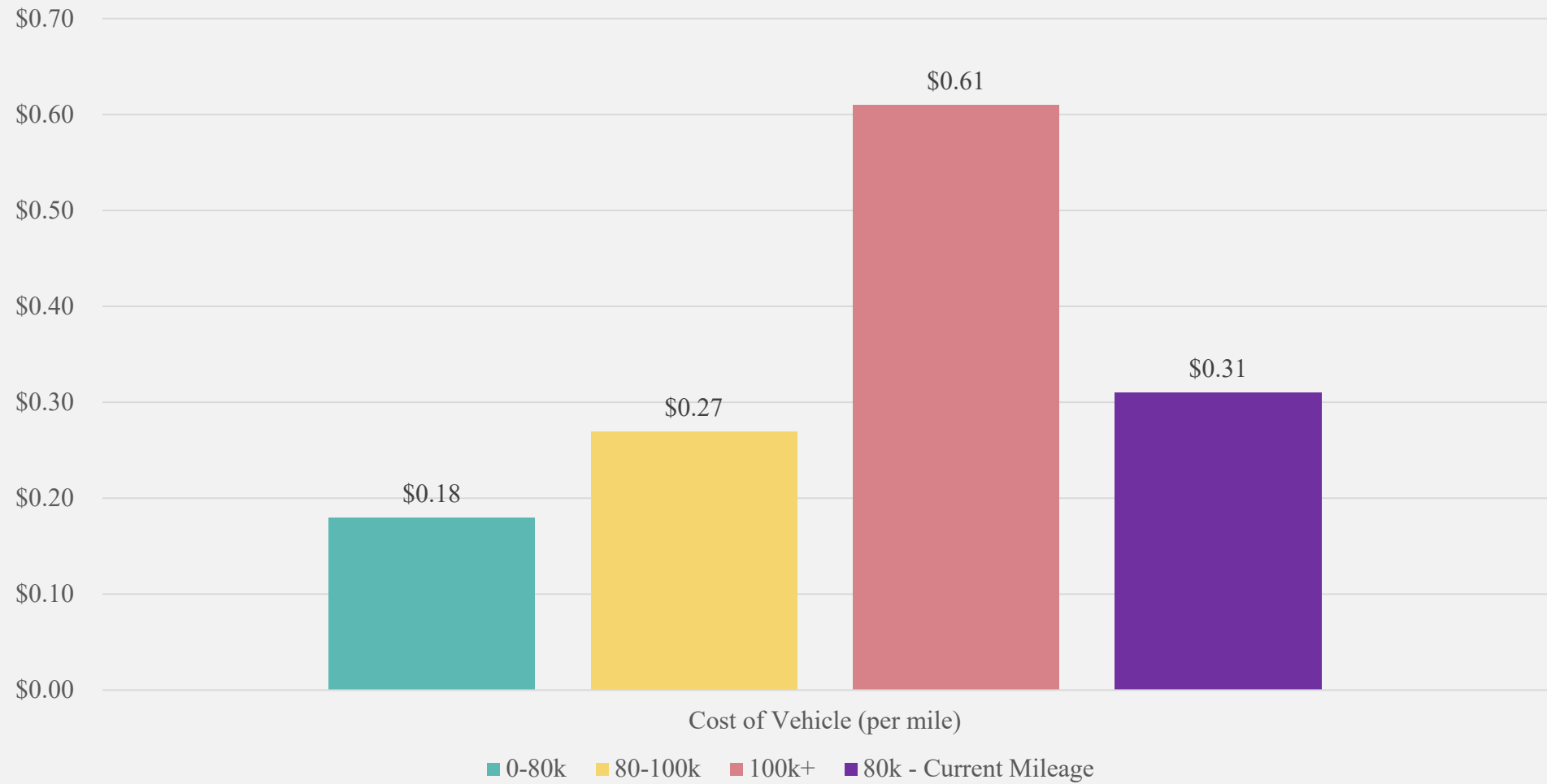
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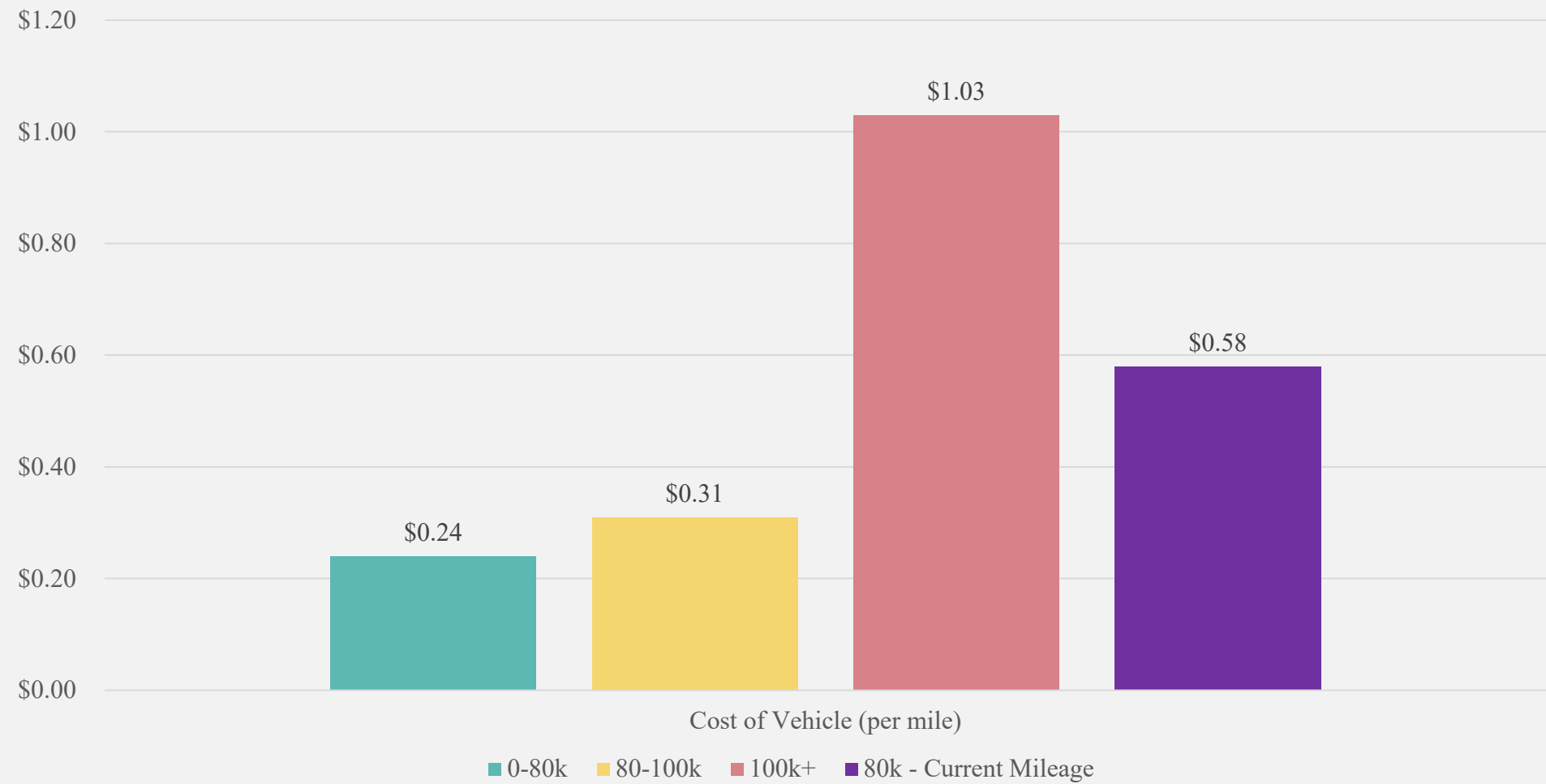
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Chart Title





# THANK YOU

David W. Paine

*Director – Fleet Services*

*[dpaine@spokanecity.org](mailto:dpaine@spokanecity.org)*

*City of Spokane – Fleet Services*

Unit	WO No	WOLocation	WOStatus	Meter	Job Code
428282	1012336	SCSC	Open	109278	61-00-999
428282	1011069	SCSC	Closed	109278	15-00
428282	1010563	SCSC	Closed	108759	01-17-009
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428282	1005131	SCSC	Closed	103290	01-02-057
428282	1004749	SCSC	Closed	103083	04-42
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428282	1002692	SCSC	Closed	100513	02-02-035
428282	1001720	SCSC	Closed	100026	01-02-057
428282	1000745	SCSC	Closed	99228	01-31-001
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428282	1000350	SCSC	Closed	99220	05-0A-001
428282	1000050	SCSC	Closed	99196	01-18-001
428282	998409	SCSC	Closed	96243	01-30-005
428282	998275	SCSC	Closed	95819	02-33-003
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428282	998253	SCSC	Closed	95805	01-03-001
428282	995611	SCSC	Closed	91588	06-15-011
428282	995611	SCSC	Closed	91588	02-42-100
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JobOpen Date	JobLocation	JobRsn	JobStatus	JobCompletion Date	LaborCost
Over 100,000 miles					
22-May-20	SCSC		2 WFL		\$569.22
20-Mar-20	SCSC	A	DON	21-Apr-20	\$0.00
26-Feb-20	SCSC	N	DON	27-Feb-20	\$111.10
26-Feb-20	SCSC		4 DON	26-Feb-20	\$122.35
24-Jun-19	SCSC	B	DON	12-Jul-19	\$584.54
7-Jun-19	SCSC	O	DON	7-Jun-19	\$118.28
7-Jun-19	SCSC	N	DON	7-Jun-19	\$193.11
12-Mar-19	SCSC	N	DON	12-Mar-19	\$35.49
8-Feb-19	SCSC	B	DON	11-Feb-19	\$200.52
					<b>\$1,934.61</b>

Between 80,000 - 100,000 miles

3-Jan-19	SCSC	N	DON	7-Jan-19	\$1,175.26
3-Jan-19	SCSC		4 DON	10-Jan-19	\$539.07
14-Dec-18	SCSC		4 DON	2-Jan-19	\$2,378.56
4-Dec-18	SCSC	N	DON	14-Dec-18	\$168.06
20-Sep-18	SCSC	B	DON	20-Sep-18	\$473.13
14-Sep-18	SCSC	P	DON	14-Sep-18	\$313.52
14-Sep-18	SCSC	N	DON	14-Sep-18	\$260.93
13-Sep-18	SCSC	O	DON	13-Sep-18	\$243.89
9-May-18	SCSC	N	DON	14-Jun-18	\$0.00
9-May-18	SCSC	N	DON	11-May-18	\$115.56
9-May-18	SCSC	N	DON	15-May-18	\$489.31
9-May-18	SCSC	B	DON	11-May-18	\$112.37
29-Jan-18	SCSC	O	DON	6-Feb-18	\$224.74
29-Jan-18	SCSC	O	DON	6-Feb-18	\$255.18
29-Jan-18	SCSC	O	DON	6-Feb-18	\$51.25
20-Nov-17	SCSC	N	DON	21-Nov-17	\$154.54
20-Nov-17	SCSC	B	DON	22-Nov-17	\$64.53
20-Nov-17	SCSC	B	DON	29-Nov-17	\$66.61
					<b>\$8,275.49</b>

Under 80,000 miles

**\$2,399.97**

No accidents under 80,000 miles

MaterialCost      CommJobCost

\$0.00	\$0.00	Accident	Decommissioning for disposal/Totalled - Replacement cost 64k - Fair Market value = \$7,300.00
\$0.00	\$142.68		Tow
\$0.00	\$57.62		TPM sensor failure
\$76.51	\$0.00		Auxillary electrical installation
\$341.16	\$0.00		Supplimental restraint system failure
\$0.00	\$0.00		Cooling system failure
\$336.49	\$0.00		Replace front brakes and drums
\$27.11	\$0.00		Wiper failure
\$0.00	\$0.00		Supplimental restraint system failure
\$781.27	\$200.30	\$2,916.18	

\$501.74	\$0.00		Alternator
\$0.00	\$0.00		Radio system modification
\$375.94	\$0.00		Commissioning transfer of unit
\$0.00	\$0.00		Replace front axles, hubs and bearings
\$43.93	\$0.00		DTC failure
\$39.94	\$0.00		Replace coil and spark plugs
\$0.00	\$0.00		Replace motor mounts
\$0.00	\$0.00		Warning device and gauge failure
\$0.00	\$118.75		Alignment
\$131.26	\$0.00		Serpentine belt failure
\$232.20	\$0.00		Front suspension failure
\$0.00	\$0.00		Motor mount replacement
\$0.00	\$3,034.22		Steering systems failure
\$0.00	\$0.00		Motor mount replacement
\$0.00	\$0.00		Lighting system failure
\$246.97	\$0.00		Repalce rear brakes and drums
\$19.49	\$0.00		Headlamp replacement
\$0.00	\$972.53		ECU Module
\$1,943.22	\$4,752.30	\$14,971.01	

\$2,490.92	\$1,321.87	\$6,212.76
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**Briefing Paper**  
**Public Safety and Community Health**

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Resolution prohibiting the use of so-called “Killology” training for the Spokane Police Department
<b>Date:</b>	7/29/20
<b>Contact (email &amp; phone):</b>	Kate Burke ( <a href="mailto:kateburke@spokanecity.org">kateburke@spokanecity.org</a> ; 625-6275)
<b>City Council Sponsor:</b>	Council Member Kate Burke
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<b>Spokane Police Department Policy 208.2:</b> “Whenever possible, the department will use courses certified by the Washington Criminal Justice Training Commission (CJTC).”
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution expressing Council disapproval of the use of so-called “Killology” training.
<u>Background/History:</u>  <p><u>Killology</u> is, “The scholarly study of the destructive act... In particular, killology focuses on the reactions of healthy people in killing circumstances (such as police and military in combat) and the factors that enable and restrain killing in these situations.”</p> <p>Killology prepares police officers for the experience of killing another person, as if they were soldiers preparing for war. This term was coined by law enforcement trainer, David Grossman, who has never killed anyone in combat.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>• <i>Training law enforcement officers in our community in “killology” can increase the likelihood of deadly force being used in our community, can increase the number of people in our community who will be killed by law enforcement officers, and can make us all less safe</i></li> <li>• <i>Training and conditioning based on “killology” furthers a “warrior” approach to policing, and for that reason is diametrically opposed to the “guardian” model of policing that is focused on public safety for everyone in our community</i></li> <li>• <i>Spokane City Council absolutely and unequivocally denounces training or conditioning of its police officers using the principles of so-called “killology,” as well as the use of any City money, staff time, or other public resources in pursuit of such training or conditioning now or in the future</i></li> <li>• <i>Spokane City Council supports and commends Police Chief Craig Meidl for writing to Governor Inslee recommending policymakers to standardize use of force policies and trainings</i></li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: N/A Known challenges/barriers: N/A	

**RESOLUTION NO. 2020-\_\_\_\_\_**

A resolution expressing the City Council’s disapproval of the potential use of City funds or City personnel for so-called “killology” training.

**WHEREAS**, according to the leading proponent of so-called “killology,” the term is defined by its originator as: “The scholarly study of the destructive act [which] . . . focuses on the reactions of healthy people in killing circumstances (such as police and military in combat) and the factors that enable and restrain killing in these situations”<sup>1</sup>; and

**WHEREAS**, this subject is purportedly informed from data gathered from soldiers’ experiences during and after wartime, studies of the psychological effects of combat on soldiers, and from the originator’s personal military experiences and research; and

**WHEREAS**, so-called “killology” prepares police officers for the experience of killing another person, as if they were soldiers preparing for war rather than public servants whose job it is to protect people and keep the peace; and

**WHEREAS**, training law enforcement officers in our community in so-called “killology,” whether they are City police officers or County sheriffs’ deputies, can increase the likelihood of deadly force being used in our community, can increase the number of people in our community who will be killed by law enforcement officers, and as a general matter, can make us all less safe; and

**WHEREAS**, the Spokane Police Department, including the Police Chief, has publicly and repeatedly embraced the “guardian” mentality and approach to policing<sup>2</sup>, rather than a “warrior” mentality and philosophy to policing; and

**WHEREAS**, training and conditioning based on so-called “killology” furthers a “warrior” approach to policing, and for that reason is diametrically opposed to the “guardian” model of policing that is focused on public safety for everyone in our community; and

**WHEREAS**, currently, the Spokane Police Department, as reflected in the public statements of its Police Chief, has stated that it will not assign officers to so-called “killology” training.

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<sup>1</sup> <https://www.killology.com/>; see also Dave Grossman, “On Killing: The Psychological Cost of Learning to Kill in War and Society.”

<sup>2</sup> See Adam Shanks, “Spokane Police Guild eyes long-overdue contract; City Council has questions,” (The department, on its own accord, participated in implicit bias training recommended by former President Barack Obama’s administration. It also shifted from a “warrior” model of policing to a “guardian,” community-oriented focus, Coddington added.) *available at*: <https://www.spokesman.com/stories/2020/jun/09/spokane-police-guild-eyes-long-overdue-contract-ci/> (last visited June 30, 2020).

**NOW THEREFORE, BE IT RESOLVED** that the Spokane City Council absolutely and unequivocally denounces training or conditioning of its police officers using the principles of so-called “killology,” as well as the use of any City money, staff time, or other public resources in pursuit of such training or conditioning now or in the future.

**BE IT ALSO RESOLVED** that the Spokane City Council supports and commends Police Chief Craig Meidl for writing to Governor Inslee and Legislative Leadership as President of the Washington Association of Sheriffs and Police Chiefs (“WASPC”), recommending that policymakers “[s]tandardize the use of force policies and training centered on the cornerstone principle of the sanctity of human life.”

**PASSED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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City Clerk

Approved as to form:

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Assistant City Attorney

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HOUSE BILL 2781

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State of Washington

66th Legislature

2020 Regular Session

By Representatives Riccelli, Ormsby, and Pollet

Read first time 01/21/20. Referred to Committee on Finance.

1 AN ACT Relating to sales and use tax for emergency communication  
2 systems and facilities; and amending RCW 82.14.420.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 82.14.420 and 2019 c 281 s 1 are each amended to  
5 read as follows:

6 (1) A county legislative authority may submit an authorizing  
7 proposition to the county voters, and if the proposition is approved  
8 by a majority of persons voting, fix and impose a sales and use tax  
9 in accordance with the terms of this chapter for the purposes  
10 designated in subsection (3) of this section.

11 (2) The tax authorized in this section is in addition to any  
12 other taxes authorized by law and must be collected from those  
13 persons who are taxable by the state under chapters 82.08 and 82.12  
14 RCW upon the occurrence of any taxable event within the county. The  
15 rate of tax may not exceed two-tenths of one percent of the selling  
16 price in the case of sales tax, or value of the article used, in the  
17 case of a use tax.

18 (3) Moneys received from any tax imposed under this section must  
19 be used solely for the purpose of providing funds for costs  
20 associated with financing, design, acquisition, construction,  
21 equipping, operating, maintaining, remodeling, repairing,



1 reequipping, and improvement of emergency communication systems and  
2 facilities.

3 (4) Counties are authorized to develop joint ventures to  
4 collocate emergency communication systems and facilities.

5 (5) Prior to submitting the tax authorization in subsection (2)  
6 of this section to the voters in a county that provides emergency  
7 communication services to a governmental agency pursuant to a  
8 contract, the parties to the contract must review and negotiate or  
9 affirm the terms of the contract.

10 (6) Prior to submitting the tax authorized in subsection (2) of  
11 this section to the voters, a county with a population of more than  
12 one million five hundred thousand in which any city over fifty  
13 thousand operates emergency communication systems and facilities  
14 either independently or as a member of a regional emergency  
15 communication agency must enter into an interlocal agreement with the  
16 city to determine distribution of the revenue provided in this  
17 section.

18 (7)(a) Prior to submitting the tax authorized in subsection (2)  
19 of this section to the voters, a county with a population of more  
20 than five hundred thousand but less than one million five hundred  
21 thousand in which any city over fifty thousand operates emergency  
22 communication systems and facilities must enter into an interlocal  
23 agreement with the city to determine distribution of the revenue  
24 provided in this section.

25 (b) If, at any time after the approval and imposition of the tax  
26 authorized under this section, a county and any city therein meet the  
27 population thresholds identified in (a) of this subsection (7), the  
28 county must enter into an interlocal agreement with the city to  
29 determine distribution of the revenue provided in this section.

30 (c) A city may notify the legislative authority of the county in  
31 which it resides that the city believes that the population  
32 thresholds identified in (a) of this subsection (7) have been reached  
33 and may request that the county enter into an interlocal agreement as  
34 provided in (b) of this subsection (7). If the city and the county  
35 fail to enter into an interlocal agreement within ninety days of the  
36 city's request, then the city or county may seek equitable  
37 apportionment of the tax authorized under this section in the  
38 county's superior court. In no circumstances may an agreement be  
39 entered into, or an apportionment made, that impairs any existing  
40 bond or contract secured by the revenue provided in this section.

1       (8) A county imposing the tax authorized under this section on  
2 July 28, 2019, must submit an authorizing proposition to the voters  
3 as provided under this section to increase the rate of tax.

4       (9) The Washington state patrol must enter into an  
5 intergovernmental agreement, with a county, city, or regional  
6 communications agency that operates emergency communications systems,  
7 for purposes of interoperable communications, if the following  
8 conditions are met:

9       (a) The intergovernmental agreement is requested by the county,  
10 city, or regional communications agency for this purpose; and

11       (b) The terms and conditions are mutually agreeable.

--- END ---