

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING

AGENDA FOR MONDAY, October 5, 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 October 5, 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

- [August 31, 2020 PSCHC Meeting](#)

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

1. [OPO Monthly Update – August 2020](#)
2. [Sit and Lie Arrests \(SPD\)](#)
3. [Photo Red Update \(SPD\)](#)
4. [October Strategic Initiatives Report \(SPD\)](#)

IV. Consent Agenda – Briefing Papers Only, No Discussion

1. [SBO/Grant Acceptance for Department of Ecology Grant \(SFD\)](#)
2. [Approval of Contract Amendment for Special Counsel Contract \(City Legal\)](#)
3. [Approval of Contract Renewal between the City of Spokane Municipal Court and Alcohol Monitoring Systems, Inc. for Electronic Monitoring \(Spokane Municipal Court\)](#)
4. [Approval of Department of Commerce Funding for New Young Adult Shelter \(CHHS\)](#)
5. [SBO to Hire Three Additional Fire Communication Specialist FTEs \(SFD\)](#)
6. [CCC Rental Agreement with SREC \(City Legal\)](#)
7. [Second Amendment to ILA with SREC for Dispatch Services \(Mayors Office & City Legal\)](#)

V. Strategic Plan Session – Safe & Healthy

- Strategic Priority: Integrated 911/Dispatch
 - NONE
- Strategic Priority: Integrated Response
 - [Mental Health Crisis and Stabilization Facility ILA – Mike Ormsby \(5 minutes\)](#)
- Strategic Priority: Criminal Justice Reform
 - Sgt. Spiering Update (5 minutes)
- Strategic Priority: City-Wide Clean & Safe
 - NONE

VI. Discussion Items

1. Staff Requests

- DUI Court Grant Extension and SBO – Seth Hackenberg (5 minutes)
- BJA Grant and SBO for the Expansion of Community Court – Seth Hackenberg (15 minutes)

2. Council Requests

- C.O.P.S. Community Policing Volunteer Activities Update – CM Stratton (10 minutes)
- Update on Newly Proposed Intake and Release Center Outside the Downtown Jail – CP Beggs (15 minutes)
- Discussion on Daily Number of Foot and Bicycle Patrols Downtown – CP Beggs (5 minutes)
- Discussion about Public Safety & Community Health 2021 Budget Items – CP Beggs (15 minutes)

VII. State Legislative Update (as needed)

VIII. Adjournment

Next Committee meeting will be held on November 2, 2020

Public Safety & Community Health Committee

Meeting Minutes – August 31, 2020

Call to Order: 1:18 PM

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, Major Eric Olsen, Sargent Nathan Spiering, Jacqui MacConnell, Tim Sigler, Major Ken Perine, Tonya Wallace, Jacob Hensley, and Hannahlee Allers.

Approval of August 3, 2020 minutes: Motion to approve by CM Wilkerson; M/S by CM Burke. The committee approved the minutes from the August 3, 2020 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

1. OPO Monthly Update – July 2020
2. Sit and Lie Arrests (SPD)
3. Photo Red Update (SPD)
4. September Strategic Initiatives Report (SPD)

Consent Agenda Portion:

1. WTSC – SPD Interagency Agreement for LEL Program (SPD)
CM Burke requested that this item be briefly discussed. Major Olsen said that this item relates to the Washington State Traffic and Safety Commission and LEL stands for Law Enforcement Liaison. Major Olsen clarified that there is a grant that helps pay for this individual's time.
2. WTSC – SPD Interagency Agreement for Target Zero Priorities (SPD)
CM Cathcart requested that this item be briefly discussed. Chief Meidl said that the State Traffic Commission will offer local law enforcement overtime opportunities (usually evenings or weekends) to do some emphasis patrol. CM Cathcart asked what the strategy is to get to zero in the Target Zero project. Chief Meidl said that the goal is to have zero traffic fatalities caused by DUIs and other improper driving behavior.
3. NSC –Rowan Force Main/Wilson & Company Contract (Public Works)
4. Value Blanket for Tire Chains (Fleet Services)
5. Contract with Clean Energy for CNG Station (Fleet Services)
6. Purchase of F550 With Duralift (Fleet Services)

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

NONE

Strategic Priority: Criminal Justice Reform

Sgt. Spiering Update (5 minutes)

Sgt. Spiering gave Council an update on how K9s were deployed. Sgt. Spiering said that there were 67 total deployments in August. This is a lower level of deployments than usual. In August, there were 0 bites made from those 67 deployments. The training for August has been the same as usual. A notable apprehension was August 26th where a murder suspect was holed up in a house. He was taken into custody with no incident. The dog searched the house afterward on a short leash. For the first time all year, a dog was used to do a community caretaking find. This tactic is only used when the risk outweighs the benefit of this method (e.g. an Alzheimer's patient missing in freezing weather). CM Cathcart said that he did a ride-along earlier this month and a dog was deployed twice as a backup mechanism for false alarms. CM Cathcart said that the officer he rode with was very conscious of the handling and deployment of his K9.

Strategic Priority: City-Wide Clean & Safe

NONE

DISCUSSION ITEMS

Staff Requests:

Administrative Report on COVID-19 – City Administrator Wes Crago (10 minutes)

City Administrator Crago said the COVID update is better than last month. As a community, while our cases are still high, they are falling. There is still a level of concern from the health district. Administrator Crago said that there is some cautious optimism on the Administration's part. He said that there are some concerns about college students coming back and what that means for maintaining social distance. The Administration is still monitoring City Hall on the inside and putting together Operation Homecoming – the plan to bring employees back safely when we move toward Phase 3. CM Cathcart asked if the Administration had any data on the efficacy of work-from-home for City staff. Administrator Crago said the general feeling is that working from home has been working well.

Council Requests:

VirTra Discussion – CP Beggs (10 minutes)

Council President Beggs noted that he has requested for some community input and review of training modules, so that the training staff at least had that input when making their decision. CP Beggs requested that SPD get community input before purchasing the upgrades. CP Beggs said he would like to have a discussion with interested Council Members and SPD to come to a consensus on how to move forward. Chief Meidl said the current academy started last week so they would live to move forward as quickly as possible to get that purchased. The training commission is going to kick in some funding to get this purchased. CM Cathcart asked if we buy this training on a per-scenario basis. Chief Meidl said that

there is a suite of scenarios and many of the scenarios aren't pretty because a lot of the calls his officers go on aren't pretty. This updated VirTra technology allows the scenario to be modified by the training officer – it is a less linear technology. CM Cathcart said that we would like to observe this training in person if possible. Chief Meidl said that CM Cathcart and any other Council Members are welcome to observe the training. CP Beggs said that he is really happy that the instructors will have more options, but thinks this could be a great opportunity for community input. CM Wilkerson said that she has heard from some community members of color that there are some issues with some of the scenarios they saw. She encouraged SPD to think about how the scenarios encourage or discourage implicit bias. CM Mumm echoed CM Wilkerson's comments and noted that our feedback would also be good for our vendor to hear.

3-year Lexipol Agreement for Police Policy Manual & Training Bulletins – CM Kinnear (5 minutes)

Jacqui MacConnell updated Council on this agreement. CM Kinnear noted that this is a progressive and evolving company. She was impressed with their willingness to pivot based on the current environment and best practices. Ms. MacConnell agreed. She says her team looks through the policies they update and review whether they want to accept the updates. Ms. MacConnell relied on SPD's subject matter experts to help her team make that call.

New Mission Avenue Shelter Update – CM Kinnear (10 minutes)

Tim Sigler and Major Perine from the Salvation Army - the operator of the shelter - updated Council on the status of the Mission site. Major Perine said it has been in operation for 18 days and it has going very well. Salvation Army has been working with neighbors. They are sheltering around 102 folks a night and 10 people have already gone on to permanent housing and five people have a job and have moved on. One person is getting substance abuse treatment. Major Perine encouraged Council Members to come visit the site. CM Mumm asked about the permanent housing piece and how they are able to find people housing. Major Perine said they rely on a lot of services already available in Spokane. Salvation Army spends a lot of time walking people through the resources available. CM Mumm asked if there have been any neighborhood issues so far. Major Perine said that there have been a couple issues, but there is good communication with neighbors and Salvation Army staff are making contacts with those hanging around outside frequently. CM Mumm and CM Burke requested that they be kept in the loop on any community meetings. Mr. Sigler said he would keep them updated. CM Cathcart asked where people are "moved away" when an issue happens and he asked about how much progress has been made in creating a good neighbor agreement. Major Perine said they try to move individuals who are being problematic to another shelter but it is hard to know exactly where they go. Mr. Sigler said they are still meeting on Fridays with community members who want to work on the good neighbor agreement. He said progress is being made. CM Cathcart asked if it would be possible to sit in on those Friday meetings. Mr. Sigler confirmed it would be. CP Beggs asked about the status of showers at the location and if there is any thing Council can do to support getting showers. Mr. Sigler said that they have purchased a portable shower but it is currently being fixed. At this time, showers aren't being offered because it is just cold water, but it should be up and running again in a week or so. CP Beggs asked until the Cannon street site is renovated, are we providing enough beds for those who would use them. Mr. Sigler said he would have to defer to Salvation Army because he is unsure how many people

they are currently turning away. Major Perine said currently they are turning away up to 10 per night. CM Mumm asked if there's anything Council can do to speed up housing these folks. Major Perine said he has been impressed with the City so far and opening up the Cannon street site would be critical to setting us up for the winter. Major Perine said that even having a backup to that plan would be a good idea. CM Kinnear thanked Major Perine and Tim Sigler for the update.

Public Safety SIP Loan Discussion – CM Mumm (15 minutes)

CM Mumm said that Council did a lot of this work last week and it seemed that Council landed on option two. CM Mumm said that right now revenue is starting to perk up. Tonya Wallace said she provided a brief presentation in the agenda packet. She said that Council needs to decide very soon what refinancing option Council wants and how Council wants to use the savings from those options. Ms. Wallace said that while there are some positive revenue signals but people will begin to behave differently now that unemployment benefits have been reduced. Ms. Wallace said reductions in back to school shopping and less Halloween shopping will also affect sales tax revenues. She said that she is not optimistic that sales tax will rescue us from our woes. She said the best financial advice she would give the City Council is to be as conservative as possible and defer some decisions on the use of reserves until we know more. CP Beggs said that during their discussion last week Council was attracted to option two (reducing debt service and the length of the debt) and applying those savings to the capital vehicle replacement fund. Short of a vote at a legislative session, that is the main feedback Council has. CM Cathcart said that option three is probably the best option. He said this option buys us time. CM Mumm asked Ms. Wallace if Council needs to take a formal vote. Ms. Wallace said we could wait until a final vote or her team can have two sets of options prepared. CP Beggs asked Ms. Wallace if a resolution could be prepared for tonight. Ms. Wallace said she will check with her staff to see if that could get done tonight. CP Beggs said that we would need a copy of the resolution at the 3:30pm briefing session.

For-Hire Transportation Ordinance Amendments – CM Kinnear (5 minutes)

Jacob Hensley presented on the amendments proposed to the For-Hire Ordinance. He said a lot of these changes have already been discussed by Council. These amendments will be before Council for approval on September 14th. Mr. Hensley presented on the specific changes – a lot of which will help drivers be able to accomplish necessary tasks online. CM Stratton thanked Mr. Hensley for his patience and let Council know that she and Brian McClatchey have been involved with these ordinance changes from the start of this process two years ago. CM Kinnear thanked CM Stratton for all of her hard work. CM Cathcart said that we should have a conversation around the sustainability of the fees we charge for-hire drivers.

Council President Beggs let Council know that we have a COVID Community Response Work Group with Council Members, community members, and staff. They had a second solicitation for RFPs and went through that process and were able to make their decisions based on the merit of the proposals. They were also able to preserve capacity for the City to be able to request funding. Because there is a deadline to spend this money by late October, there will be a resolution expressing Council support for funding that will come before Council tonight. CM Kinnear thanked those on the committee who worked hard to decide how to allocate this funding.

State Legislative Update:

NONE

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Executive Session: NONE

Adjournment: CM Kinnear adjourned the meeting at 2:25 PM. The next PSCHC meeting will be held Monday, October 5, 2020.

Attachments/Briefing Papers: WTSC – SPD Interagency Agreement for LEL Program; WTSC – SPD Interagency Agreement for Target Zero Priorities; NSC –Rowan Force Main/Wilson & Company Contract; Value Blanket for Tire Chains; Contract with Clean Energy for CNG Station; Purchase of F550 With Duralift; 3-year Lexipol Agreement for Police Policy Manual & Training Bulletins Briefing Materials; Public Safety SIP Loan Briefing Materials; and For-Hire Transportation Ordinance Amendments.

Respectfully submitted by:

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

Committee Chair Approval

Lori Kinnear

Spokane City Council – District 2



Office of the Police Ombudsman

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Spokane, WA 99201
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September 22, 2020

Public Safety & Community Health Committee Report

Reporting Period: August 1-31, 2019

Snapshot of Activities		Monthly	Year to Date
Community Outreach			
OPO	Total community events and meetings	3	46
OPOC	Community outreach / activities	1	27
Contacts		121	904
Commendations		0	6
Complaints			
	Received complaints	0	39
	Referred complaints	8	74
Case Review			
	Request for further investigation	4	17
	Investigations certified / concurred	4	44
	Declined certifications	0	0
	Special cases reviewed	3	108
Interviews			
	OPO interviews	10	95
	Internal Affairs interviews	7	43
Training		16	65
Critical Incidents		1	1
Mediations			
	Recommended	0	1
	Conducted	0	1
	Declined	0	0
Recommendations		0	0
Other Activities			
SPD Related	Meetings / contacts	28	235
	Review boards / D-ARP's	1	13
	Closing meetings	0	0

1. **Outreach**
 - a) **OPO**
 - i. OPOC Meeting (8/18)
 - ii. Jonah Project Board Meeting (8/20)
 - iii. Human Rights Commission – Presenter (8/24)
 - b) **OPOC Actions**
 - i. OPOC Meeting (8/18)
2. **Commendations / Complaints**
 - a) **Referrals**
 - i. **IR 20-67** – Not satisfied with the outcome of their daughters case; SPD/IA
 - ii. **IR 20-68** – Not satisfied with the outcome of their complaint; SPD/IA
 - iii. **IR 20-69** – Upset that they are unable to turn in a Conceal Carry Permit; SPD Deputy Director
 - iv. **IR 20-70** – Concerned that the SPD used funds to help set up for an anti-abortion rally; SPD/IA
 - v. **IR 20-71** – Concerned when they allegedly witnessed an officer kick the helmet of a deceased victim towards the deceased; Crime Check
 - vi. **IR 20-72** – Concerned that SPD officers are not wearing masks during traffic stops; SPD / PIO
 - vii. **ER 20-73** – Concerned with a lack of response from SPD regarding a suspicious vehicle by their home, Crime Check didn't dispatch; Crime check
 - viii. **IR 20-85** – Concerned with a lack of response from the NRO and Crime Check; SPD/IA
3. **Case Review**
 - i. **C20-053 / OPO 20-35** – Investigation certified
 - ii. **C20-048 / OPO 20-30** – Investigation certified
 - iii. **C20-054 / OPO 20-36** – Investigation certified
 - iv. **C20-068 / OPO 20-45** – Investigation certified
 - v. **C20-042 / OPO 20-23** – Request for further investigation
 - vi. **C20-046 / OPO 20-26** – Request for further investigation
 - vii. **C20-039 / OPO 20-21** – Request for further investigation
 - viii. **C20-066 / OPO 20-43** – Request for further investigation
4. **Special Cases Reviewed**
 - i. 0 Use of Force
 - ii. 0 K9
 - iii. 0 Collisions
 - iv. 3 Pursuits
5. **Critical Incident**
 - a) Officer involved shooting
 - i. August 7, 2020, Rodeway Inn & Suites Spokane Valley
 - ii. Officer injured, treated and released from hospital
 - iii. Suspect – Deceased
6. **Activities**

- a) OPO staff members participated/engaged in the following other activities:
 - i. NACOLE Strategic Planning Committee (8/4)
 - ii. PSCHC (8/3)
 - iii. Mayor's Quarterly Division and Department Head Meeting (8/5)
 - iv. NACOLE Strategic Planning Committee (8/13)
 - v. Leadership Spokane Alumni Board Retreat (8/13)
 - vi. Leadership Spokane Board Retreat (8/19)
 - vii. IA Biweekly Meeting (8/20)
 - viii. Training – NACOLE Conference Webinar Session 9 (8/3)
 - ix. Training – NACOLE Conference Webinar Session 10 (8/4)
 - x. Training – NACOLE Conference Webinar Session 11 (8/5)
 - xi. Training – NACOLE Conference Webinar Keynote Speaker Dolores Huerta (8/7)
 - xii. Training – NACOLE Conference Webinar Session 12 (8/10)
 - xiii. Training – NACOLE Conference Webinar Session 13 (8/11)
 - xiv. Training – NACOLE Conference Webinar Session 14 (8/12)
 - xv. Training – NACOLE Conference Webinar Session 15 (8/13)
 - xvi. Training – NACOLE Conference Webinar Session 16 (8/17)
 - xvii. Training – NACOLE Conference Webinar Session 17 (8/18)
 - xviii. Training – NACOLE Conference Webinar Session 18 (8/19)
 - xix. Training – NACOLE Conference Webinar Session 19 (8/24)
 - xx. Training – NACOLE Conference Webinar Session 20 (8/25)
 - xxi. Training – NACOLE Conference Webinar Session 21 (8/27)
 - xxii. Training – WSBA CLE Legal Lunchbox Series: Confronting Systemic Trauma in Family Law Cases involving Domestic Violence (8/28)
 - xxiii. Training – NACOLE Conference Webinar Session 22 (8/31)
- b) SPD related
 - i. 27 meetings/contacts with IA
 - ii. 2 meetings/contacts with SPD
- c) OPO met with/had contact with OPO Commissioners/staff:
 - i. Commissioner Rose on (8/7, 8/11 x2, 8/12, 8/17 x2, 8/18, 8/21)
 - ii. Commissioner Holman on (8/7, 8/12)
 - iii. Commissioner Smith on (8/7, 8/11, 8/17, 8/18)
 - iv. Commissioner Wilburn on (8/7, 8/11, 8/18)
 - v. Commissioner Kelley on (8/7, 8/18)
 - vi. OPOC Legal – Bingaman on (8/18, 8/21 x2)
- d) OPO met with/had contact with City Council:
 - i. Council Member Stratton (8/21)
 - ii. Council Member Mumm (8/21)
 - iii. Council Member Burke (8/3, 8/13 x2)
 - iv. Council President Beggs (8/12, 8/31)

7. **Next Steps**

- a. Budget for 2021

- b. SPD protest response review
- c. Annual Report Presentation

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
		12-29-17	0920	Cite
		12-29-17	1737	Cite

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		12-30-17	1658	Cite
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		1-8-18	1152	Cite
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		1-13-18	0731	Cite
		1-13-18	0738	Cite
		1-14-18	0815	Cite
		1-18-18	1008	Cite
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		2-23-18	0911	Cite
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		4-21-18	1142	Cite
		4-21-18	1148	Cite
		4-25-18	0806	Cite
		4-25-18	0934	Cite
		4-26-18	1201	Booked
		4-27-18	1227	Cite
		4-27-18	1438	Cite
		4-30-18	1054	Cite
		5-1-18	0926	Cite

		5-1-18	0930	Booked
		5-2-18	0927	Cite
		5-2-18	0929	Cite
		5-3-18	0920	Cite
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		5-5-18	0844	Cite
		5-8-18	0843	Cite
		5-8-18	1200	Booked
		5-9-18	0958	Cite
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		5-12-18	0912	Cite
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		6-16-18	1207	Cite
		6-16-18	1426	Cite
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		6-18-18	1059	Cite
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		7-5-18	1124	Cite
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		8-6-18	1235	Cite
		8-8-18	0829	Cite
		8-11-18	0955	Booked
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		8-19-18	1004	Cite
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		8-22-18	0947	Cite
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		8-25-18	1204	Cite
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		6-4-19	1306	Cite
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		6-20-19	1210	Cite
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		6-23-19	0941	Booked
		6-26-19	1413	Cite
		6-29-19	1126	Cite

		6-29-19	1204	Cite
		6-30-19	0825	Cite
		7-8-19	1344	Cite
		7-8-19	1351	Cite
		7-11-19	0836	Cite
		7-11-19	0911	Cite
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		7-11-19	0934	Cite
		7-12-19	1101	Cite
		7-15-19	1209	Booked
		7-20-19	1036	Cite
		7-22-19	1118	Cite
		8-4-19	1016	Booked
		8-5-19	1123	Booked
		8-5-19	1142	Booked
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		8-7-19	0929	Cite
		8-12-19	0746	Cite
		8-12-19	0746	Cite
		8-20-19	0940	Cite
		8-20-19	1008	Cite
		8-12-19	0746	Cite
		8-20-19	0940	Cite
		8-20-19	1008	Cite
		8-21-19	1020	Booked
		8-23-19	0903	Cite
		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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		9-3-19	0839	Booked
		9-4-19	1440	Booked
		9-4-19	1454	Booked
		9-6-19	1345	Cite
		9-10-19	0810	Booked
		9-11-19	1428	Cite
		9-11-19	1437	Cite

		9-12-19	1101	Cite
		9-13-19	1513	Cite
		9-14-19	0826	Booked
		9-15-19	0820	Booked
		9-16-19	1054	Cite
		9-20-19	0807	Cite
		9-20-19	0952	Cite
		9-20-19	1020	Cite
		9-22-19	1203	Booked
		9-23-19	0931	Cite
		10-1-19	0859	Cite
		10-3-19	1435	Cite
		10-4-19	0908	Cite
		10-10-19	1407	Cite
		10-12-19	0839	Cite
		10-17-19	1029	Cite
		10-18-19	1055	Cite
		10-18-19	1400	Cite
		10-19-19	0925	Cite
		10-19-19	0929	Cite
		10/21/2019	832	Cite
		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
		11/12/2019	844	Cite
		11/12/2019	848	Cite
		11/12/2019	852	Cite
		11/13/2019	1141	Cite
		11/14/2019	837	Cite
		11/14/2019	1053	Cite
		11/14/2019	1057	Cite
		11/15/2019	826	Cite
		11/15/2019	1213	Cite
		11/16/2019	904	Cite

		11/17/2019	828	Cite
		11/30/2019	1342	Cite
		12/2/2019	825	Cite
		12/6/2019	816	Cite
		12/9/2019	1051	Cite
		12/15/2019	730	Cite
		12/16/2019	1101	Cite
		1/1/2020	835	Cite
		1/1/2020	839	Cite
		1/5/2020	824	Cite
		1/5/2020	946	Cite
		1/5/2020	959	Cite
		1/9/2020	814	Cite
		1/9/2020	817	Cite
		1/10/2020	933	Cite
		1/10/2020	940	Cite
		1/10/2020	1036	Cite
		1/10/2020	1105	Cite
		1/10/2020	1549	Booked
		1/11/2020	1322	Cite
		1/20/2020	1444	Cite
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		1/25/2020	1955	Booked
		1/31/2020	813	Cite
		1/31/2020	827	Cite
		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	1030	Cite
		2/5/2020	1347	Booked
		2/10/2020	1500	Cite
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		2/11/2020	1155	Cite

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		2/16/2020	1050	Cite
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		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
		7/24/2020	926	Booked
		7/25/2020	927	Cite
		8/7/2020	842	Cite
		8/11/2020	923	Cite
		8/16/2020	1345	Cite
		8/16/2020	1347	Cite
		8/16/2020	1404	Cite
		8/21/2020	944	Booked
		8/23/2020	1019	Cite
		8/31/2020	1239	Cite
		8/31/2020	1244	Booked
		8/31/2020	1248	Cite
		8/31/2020	1252	Cite
		9/3/2020	1535	Cite
		9/4/2020	1512	Cite

Briefing Paper (Committee Name)

Division & Department:	Police Department / Traffic Unit
Subject:	Photo Red / Speed
Date:	September 10th, 2020
Contact (email & phone):	Jim Christensen 509-822-8151
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History: Report for Public Safety meeting October 5th, 2020.

Statistic for Photo Red for the time frame of **August 1st 2020, thru August 31st, 2020.**

There were 1752 violations on the photo red system from **August 1st, 2020** thru **August 31st, 2020**. During the same time frame in 2019 there were 1881 violations, which is a decrease of 129 violations. Camera SK01 at Hamilton and Mission was taken off line on 07/01/2020 for road construction and was off line all month.

Statistic for Photo Speed for the time frame of August 1st, 2020, thru August 31st, 2020.

There were 0 violations on the photo speed system from **August 1st, 2020** thru **August 31st, 2020**. During the same time frame in 2019 there were 155 violations, which is a decrease of 155 violations. There has been no school since March 17th due to COVID 19, so cameras have been off.

Executive Summary: Photo RED

August 1st, 2020, thru August 31st, 2020

- Browne and Sprague was the highest with 391 violations.
- Freya and Third was the second highest with 256 violations.
- Thor and Second was the third highest with 166 violations.
- Division and Sprague was the fourth highest with 148 violations.

Executive Summary: Photo SPEED

August 1st, 2020, thru August 31st, 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

Strategic Initiatives
October 2020 Report

Public Safety and Community Health Committee Briefing
October 5, 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

All too often today people are willing to complain but rarely take the time to commend those who help them. I had someone attempt to walk in my back door and a few nights later vandalism occurred when someone broke a front light fixture on my property. I have lived here for 15 years and this is quite upsetting. I was fully prepared to just be dismissed as these were not major crimes but was so pleasantly surprised by the entire process. First Crime Check took my call and called me back to take a report in less than an hour. Secondly, the woman who took my call was so supportive, patient and understanding. She really cared about what I was telling her. She also took the information for the police about the attempted entry or trespass on my property. Less than an hour later, the police came to my home. Wow, I was so impressed. **Officer [Tyson] Setzler** was great. He walked my yard and outside of my home with me, saw the damage from the vandalism and made suggestions that may help further deter future events. I want to say that Officer Setzler was patient, sincere and a great reflection on Spokane PD. Most importantly I again felt valued and supported. It was an amazing experience. He brought with him a social worker and she was also very supportive. I just want to acknowledge these amazing people and THANK them and the Spokane Police Department for their service to our community. I am grateful to live here and feel safer because of this experience.

Earlier this year, I was the victim of a home intrusion. It was my luck to have **Officer Tim Schwering** as my responding officer. He handled this situation in such a comprehensive manner. He was kind and de-escalating with the perpetrator as he conducted the arrest, he was extremely compassionate with me as the victim, and he followed up later to make sure that I felt safe. When he found out that the perp was from a nuisance house that **Officer [Jake] Willard** was working on with us, he decided to get involved in helping Officer Willard to keep us safe. Officer Schwering has watched diligently and responded whenever possible to our concerns. He checks in with and gets to know the neighbors, talks with us on our porches, and has a kind and effective demeanor when dealing with suspects at our nuisance house. Many days neighbors can find Officer Schwering sitting vigilantly on a street corner near us. He knows our names and stories, and waves and listens when we walk by. I cannot imagine a more naturally suited police officer to the job of Neighborhood Resource Officer. He has made many of my neighbors who once were hesitant about trusting uniformed officers feel comfortable, safe, and protected. He has created relationships with those he protects and he carries out his work with skill and dedication.

I wanted to express my thanks and gratitude to you and the entire Spokane Police Department. I believe that the overwhelming majority of Spokane citizens support you and all the work you. This has got to be one of the toughest jobs on earth and the men and women of SPD serve with grace, integrity, and dignity. Thank you!





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Internal Affairs Unit Update

January 1 through August 31, 2020 Commendations and Complaints

Commendations Received: **Total: 341**

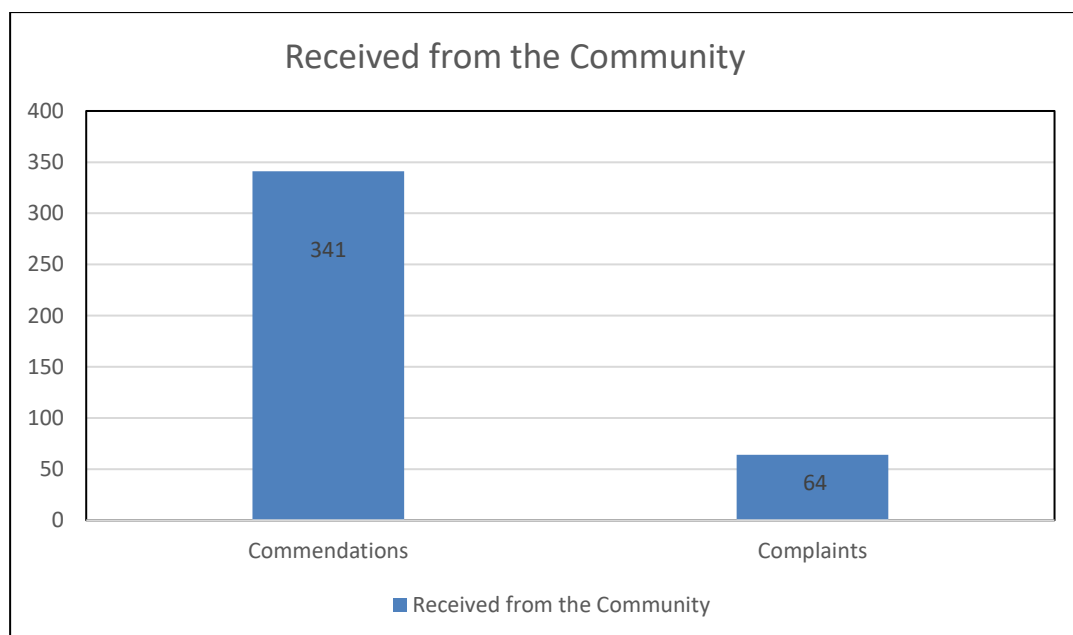
Complaints Received: **Total: 72 (64 from community)**

Closed Out as Inquiries: 9 (As of August 31, 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 Jan 1 through August 31, 2020 Complaints

Received by the Office of Police Ombudsman	Total: 38
Received by the Spokane Police Department	Total: 34
Internally Generated by the SPD	Total: 8
Generated by the Community	Total: 64





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

Use of Force Update

2020 Non-Deadly Reportable Use of Force Incidents

From January 1-August 31, 2020, there were 42 non-deadly use of force incidents- 5 K9 contacts and 37 other (e.g., TASER, neck restraint).

2020 Deadly Use of Force Incidents

From January 1-August 31, 2020, there was one deadly force incident

Incident 2020-20136616 (Under Investigation)

Incident 2020-20136616 took place on August 7, 2020 in the area of Courtland/Crestline. The criminal investigation is being conducted by the Spokane Independent Investigative Response (SIIR).

2019 Officer-Involved Shooting Incidents Update (through August 31, 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 9th. The Spokane Investigative Regional Response Team (SIRR) criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs 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

BHU Update

The Regional Behavioral Health Unit (BHU) was created last fall. BHU is comprised of Spokane Police Department, Spokane County Sheriff's Office, and Frontier Behavioral Health staff. Co-deployed teams respond to people in crisis. Their contacts with individuals usually resolve with a referral to resources, without an involuntary detention or arrest.

In August 2020, the BHU responded to 70 BHU calls for service, 23 suicidal calls, and 94 check welfare calls for service. BHU contacted 56 individuals for follow-up.

71% of contacts had an outcome other than jail or the hospital.

40% of contacts resulted in a referral.

20% of calls resulted in Involuntary Detentions.

0.8% of contacts resulted in an arrest.

BHU responded to a total of 378 calls for service allowing other patrol units to take other calls.

Overall, during the grant period of July 1, 2020-August 31, 2020, the BHU contacted 710 individuals. Only six arrests were made. No calls involved use of force beyond handcuffing. 30 people were contacted but refused services. The BHU saved 494 hours from patrol response, allowing patrol officers to respond to other calls.

The BHU Sergeant, Sergeant Jay Kernkamp, shares that the BHU continues to be in high demand as a resource to SPD. The BHU contacts and resources given are being seen as a success community-wide. The community agencies that the department collaboratively works with have sought out the BHU for assistance with overwhelming acceptance.

Sergeant Kernkamp shared an example of a high-risk incident that was de-escalated due to the BHU: For the last four months, BHU officers have worked with schizophrenic male that uses methamphetamine. The male is considered to be very dangerous and is alerted for responding officers to have a minimum of "3 officer response." The male in the past has been assaultive towards others and the police. When under the influence of drugs, he is very dangerous.

Recently, BHU officers and clinicians were able to get him connected to resources and he was serving a 14 day commitment. While in a facility, he changed out of patient clothing and disguised himself as a civilian visitor. By doing so, he was able to walk past security without any concerns. Shortly thereafter, he fled on foot from officers in a traffic stop. Officers were able to determine he had a robbery warrant that had just been entered. The male ran to his known location, an abandoned trailer. He was inside refusing to come out. Because of the caution entries and his new warrant, responding officers did not feel safe making





SPOKANE POLICE DIVISION

CHIEF OF POLICE

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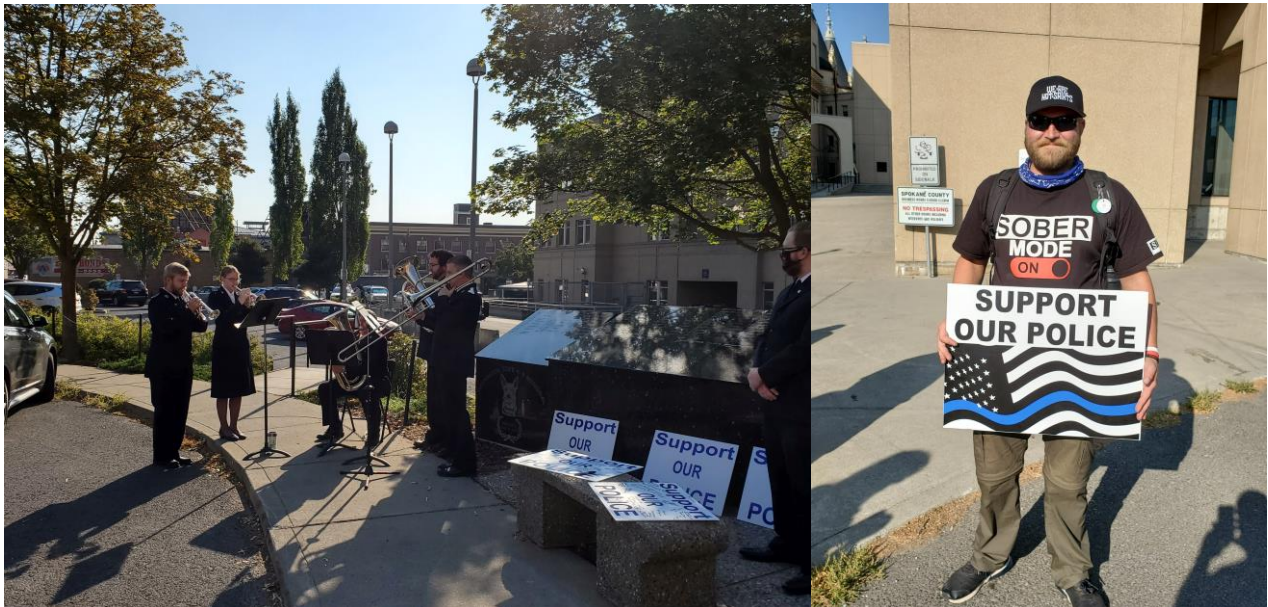
contact with him. On-duty SWAT, Hostage Negotiation Team (HNT) officers, and a K9 Unit, responded to ensure officers remained safe.

After consulting with BHU, officers were made aware of the male's elopement from the facility, as well as BHU officers having rapport with the male. BHU officers contacted the male through an open door and were successful in de-escalating the situation. The male said, "I have to go back to the hospital, don't I!" The male walked outside to BHU officers and surrendered without incident. This is a great example of the rapport building and services being offered matter to those in crisis, giving the BHU team the ability to safely solve high-risk problems in an innovative fashion.

Remembering September 11

As we remember the nearly 3,000 first responders and civilians who lost their lives 19 years ago, the City's flags flew at half-mast. Members of the Salvation Army band came out to honor law enforcement, both those who lost their lives in the 9-1-1 attacks, and current law enforcement serving and protecting our area. The band is pictured below.

Jacob stood at the corner of Mallon and Monroe for an hour before the September 11 ceremony started, holding the sign you see in the picture below. Jacob is a recovering addict, who has been sober for 120 days, and he thanks law enforcement for helping get him on the right track.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

New Human Trafficking Tip Line

The Federal Bureau of Investigation in conjunction with the Spokane Region's "Safe Streets Task Force" is putting out a new tip line to receive tips and information regarding human trafficking in our area.

INLANDNWHT@fbi.gov is now up and running for use by the public to share tips they may have regarding incidents related to human trafficking in our area.

The Safe Streets Task Force (SSTF) is a combination of local, state and federal law enforcement that specializes in the investigation of unique crimes and criminals that impact our community. SSTF focuses on criminal gangs, human trafficking, narcotics distribution and other types of organized criminal activity.

Precinct Highlights

South Precinct

Crime Prevention and Notable Arrests

The South Precinct's three Neighborhood Resource Officers and the SPD Civil Enforcement Unit have partnered together on several problem properties, resulting in multiple neighborhood meetings, and completed neighbor and officer affidavits and abatement filings to the court. The Precinct expects to see some resolutions in the next month or so, including bringing peace and ownership back into some of our neighborhoods.

The Precinct resumed its "Mission" focus: identifying a specific crime trend(s) in an area, asking for clear expectations of officers/teams who are directly assigned to the mission, which typically results in more ownership of patrol teams and greater impact in the areas. The last mission in the Cannon Hill area resulted in an arrest that tied the suspect to at least 11 vehicle prowlings in the area.



Outreach

The precinct participated in the Target/Salvation Army "Shop with a Cop" event, bringing disadvantaged youth and police together to shop for school and winter clothing.

Neighborhood Council Meetings are resuming, in an online format, so South Precinct staff members will be participating in these again and providing an update on crime trends.





SPOKANE POLICE DIVISION

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North Precinct

Collaboration with Neighborhood Residents Addressing Quality of Life Issues

North Precinct NROs are working with neighborhood residents on dozens of nuisance properties. One nuisance property was a suspected home “chop shop” resulting in late night noise, suspicious people, and parking issues. Recent NRO actions included towing vehicles, issuing a search warrant for stolen property, and issuing a nuisance citation.

In another location, a neighborhood resident with mental health issues was threatening neighbors. The male was diagnosed with Schizophrenia and was not taking his medication. NROs reached out to the complainant and determined no criminal action had occurred. NROs explained how to obtain an anti-harassment order and sent the complainant anti-harassment paperwork. NROs requested that the Behavioral Health Unit contact the neighbor with mental health issues.

In another location, neighbors complained that a renter was using drugs and had drug-induced mental health issues. He would use meth and then believe that people are following him, living in the roof, and would then break property. He had called 911 almost 20 times in the past 2 ½ months for unfounded calls. The owner filed for an emergency eviction. The NRO worked with the owner of the property and helped her document the police activity. The owner won her eviction and the drug-using problem tenant had to vacate at the end of the month.

A similar property was an issue for the neighborhood as the resident had been using lots of meth and was suffering from drug-induced paranoia. There were 16 calls for service at the address recently. After NROs were asked to help, they served a nuisance notice and referred the resident to the Behavioral Health Unit.

NROs worked with the owner of another active nuisance property. NRO actions included working with the owner to clean up the yard and prevent the adult son from letting people into the house. The owner signed the abatement agreement.

One location dealt with neighbor complaints about drugs, stolen property, and code violations. NROs reviewed calls for service, talked to neighbors, and reviewed reports from Patrol-Anti Crime team who served a warrant for package thefts. NROs found that an adult son at the location was responsible for the stolen property and nuisance issues, and was recently arrested for burglary. NROs issued a chronic nuisance citation and worked with the owners to have an abatement agreement signed. The son moved to a different town.

One nuisance property had been plagued with problems for years. Neighborhood problems included issues with drugs, people with warrants, and violence. After NROs worked with the owner, the property is no longer an issue. It is also currently under construction.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

NROs responded to complaints about a neighborhood dispute where one of the neighbors fired off a shotgun into the air. A few days later, the other neighbor brandished a handgun. Neither neighbor would cooperate with the police officers when they responded. NROs reached out to a detective who wrote a search warrant for the male's house for felon in possession of a firearm. A pistol, ammunition, and a spent shotgun round was recovered, but not the shotgun.

Reported neighborhood problems around Mansfield resulted in a neighborhood meeting with local businesses and residents. NROs are working on a partnership between the two to deal with conflict.

Another neighborhood problem was a male who had been driving intoxicated through the neighborhood and was recently cited for hit-and-run. NROs had information that the male was dealing heroin from the van as well. An NRO made a traffic stop and arrested the male for his warrant and booked him into jail. The NRO also issued infractions for No Valid License and Operating a Motor Vehicle without Insurance.

NROs are focusing on Nevawood Northside Businesses and Public Areas. Neighbors and businesses have been concerned about loitering, unlawful camping, and garbage. NROs have coordinated warnings and citations for trespassing and unlawful camping as well as garbage cleanups.

Downtown Precinct

Spokane Police Department opened a new Downtown Precinct at the corner of Riverside Avenue and Wall Street to increase community policing and visibility downtown.

The new precinct, which has space for up to three dozen officers, is on the street level of the former Umpqua Bank Building. Members of the department's Behavioral Health Unit and Neighborhood Resource Officers will be among the officers who work out of the precinct. Captain Dave Singley is the precinct commander and oversees the downtown team that also includes a lieutenant, two sergeants, and a detective. The department's civilian mental health coordinator also works out of the precinct.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

"Opening a precinct in the heart of downtown and the regional center for employment, higher education, entertainment, and public transit deepens officer connections with the neighborhood," Mayor Nadine Woodward said. "Officers will be proactive in serving everyone who uses our downtown."

Officers introduced themselves to their new neighbors during a Covid-responsible open house on September 22, 2020. The City signed a 10-year lease and partnered with the Downtown Spokane Partnership and Spokane Transit Authority on furnishings and parking. The new precinct will replace a much smaller location several blocks away that had about half the officers.

"This is an exciting moment for the Spokane Police Department," police Chief Craig Meidl said. "The Mayor made opening a centralized Downtown Precinct one of her top priorities and quickly brought this concept to reality. We will begin to increase staffing out of this precinct with the passing of last year's levy by voters to hire more police officers, and assign these additional officers to this centralized location. I am convinced businesses, visitors, and shoppers will see a noticeable impact on quality of life downtown with this relocation and increased staffing."

Mayor Woodward announced the new location in February just a week before Spokane became part of the global pandemic. Construction to convert the space from a bank to a police precinct was delayed slightly by the health emergency, but remained a priority.

See video about the new precinct:

<https://vimeo.com/459162797>

Crime Prevention and Notable Arrests

Downtown NROs recently completed CPTED's for 215 W. 2nd Avenue and the Riverside median area west of Monroe.

NRO Micah Prim recently assisted Spokane County Sheriff's Office by arresting a male wanted on child pornography charges.

Outreach Update

Police Activities League (PAL) Program Recap

COVID-19 created a unique and difficult situation. SPD was worried about meeting COVID-19 recreation guidelines but still provide a service to the community. Officer staffing became a concern. Many officers were working extra hours, consistently, and time off with their families was hard to get with the events occurring each weekend. Some officers had family members who would be especially vulnerable to COVID-19 and they had concerns about increasing their risk of contracting it.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

As we did not reach Phase 3, SPD reservations and permits for the parks were canceled. SPD realized PAL would need to be run in a very different way during 2020. SPD Community Outreach Unit staff met with Wendy Woodard at the YMCA to discuss COVID-19 restrictions for child care. Group sizes could be no more than 10 persons, including staff. Groups were separated more by family than by age.

Sergeant Mike Schneider related, "This meant we would have 1st grade-6th grade aged children together. Some groups would have 1 child and some would have as many as 8 children. The groups could not play together. Social distancing and masks applied. We would have to clean equipment between uses.

"We were very limited by the number of children who could ride a bus together. This led to the utilization of the North Y's outdoor space and Holmberg Park. We had to adapt PAL to two locations that we had not utilized in the past. The Central Y could walk to Riverfront Park. We had not run PAL in Riverfront Park prior to this. PAL was able to occur under the rules for licensed child care under the YMCA's umbrella.

"We adapted our planned activities from being sports-centered to lawn games and STEM. Some of the larger groups could play some sports, but it wasn't possible with the smaller groups. We incorporated hiking and a historical tour into the daily activities. We had to wear masks and take more breaks. In the past we have had refillable water stations. This year we had to utilize disposable water bottles.

We were able to incorporate PAL's core values: Respect, Honesty Integrity, Sportsmanship, and Leadership into each group each day. Parks/locations utilized: YMCA North, Holmberg Park, and Riverfront Park.

We were unable to have a final celebration or bring PAL to Liberty Park this year. We had multiple inquiries from the public about PAL but we were unable to open it up to the public as we have in the past. PAL was scaled down in order to keep potential exposure and contact tracing to minimum.

Approximately 150 different children participated in PAL this year. Consistently we provided PAL to 70-80 children each week. The North YMCA had so many small groups. The groups could not mix or play with other groups. We were unable to work with each child every week. We rotated groups through so they could all get a PAL experience."

25 Officers participated in PAL this year, and one attorney from the Civil Enforcement Unit. Spokane Schools Resource Officer/Reserve Officer Ed Richardson was at every PAL session.

Games played: Basketball, Soccer, Kickball, Ultimate Frisbee, Frisbee Golf, STEM, Wall ball, Park Tour, Ladder ball, Bocce Ball, Cornhole, badminton, and nature hikes at the Holmberg Conservatory.

The condensed PAL season ended with a few special highlights. Sergeant Schneider reconnected with a PAL participant he had met at Shop with a Cop back in December. The ten-year-old girl was ecstatic to be getting adopted. At one location, there was one little girl who was scared of the police. After the first week, she





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

asked for Officer Deanna Storch each following week. She was no longer scared of the police after participating in PAL.



2020 PAL Partners:

We worked with youth from the YMCA and the Martin Luther King Community Center.

The Spokane Police Guild provided funds for water.

Dry Fly Distillery provided sanitizing solution.

Attorney Matt Folsom, and his company Rio ball, provided string back packs and a free Rio ball to each participant. Rio ball is a smaller practice soccer ball made of rubber.

The Spokane Public Library provided mobile STEM kits each week. They also provided string backpacks with school supplies for all of the kids at the Y. They also provided a take-home STEM kit for each kid. We distributed the remainder of the mobile STEM kits to the NE Youth Center.

City Parks provided a guided historical tour of Riverfront Park each week and a free gondola ride to each participant at Riverfront Park.

The Junior League provided frozen treats and a free book to each participant. Not only was it a free book but we had each child fill out a little questionnaire so they received a book they would be interested in.

County Financial provided financial support.

Les Schwab also provided financial support for our youth programs this year.

Other Outreach during COVID-19

- 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.





SPOKANE POLICE DIVISION

CHIEF OF POLICE

CRAIG N. MEIDL

- 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.

Brainstorming Program

Community Outreach officers are participating in a program with the Spokane Regional Health District called “Brainstorm: How to Support Children Living in Unsafe Situations While School is Online- COVID Edition.” With many schools starting the year in an online platform, concerns for children living in unsafe situations are at the forefront of everyone’s minds. There is a lot of creative work happening to address the challenges that the COVID response has created, but there is also a lot of concern that children are falling through the cracks.

Agencies came together to discuss the gaps that agencies are aware of, concerned about or seeing, to brainstorm and share resources about what is working and in the works, and to publicize what is working and come up with solutions to address what is not working. The brainstorm focused on concerns around child safety, academic experiences and opportunities, and health and wellness.

The Brainstorm objectives included:

- Understanding of existing resources/initiatives and identification of “service gaps” which leave children in unsafe situations more vulnerable to harm.
- An actionable list of ideas to pursue/people to contact/connections to be made.
- Prioritization of next steps to create a stronger safety net for children.

Photos of the Shop with a Cop event:





SPOKANE POLICE DIVISION

CHIEF OF POLICE

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Notable News

The Spokesman-Review featured several Spokane Police Officers who played sports in college.

From jerseys to badges: Dozens of ex-college, pro athletes find careers in Spokane law enforcement

<https://www.spokesman.com/stories/2020/sep/20/from-jerseys-to-badges-dozens-of-ex-college-pro-at/>

The story became national news.

Former athletes find careers in law enforcement

Sep. 22, 2020 - Winston Brooks, Spokane police officer, Todd Belitz, Spokane police K-9 handler, Mylissa Coleman, Spokane police detective, Jen Kerns, Spokane police officer, join "Fox and Friends."

<https://video.foxnews.com/v/6193419567001#sp=show-clips>



Briefing Paper

Public Safety and Community Health

Division & Department:	Fire
Subject:	SBO/Grant Acceptance for Department of Ecology Grant
Date:	09/23/2020
Contact (email & phone):	Tom Williams (X7002), tmwilliams@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Safe and Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	SBO to purchase Haz Mat vehicle in accordance w/grant agreement and obtain reimbursement from DOE.
<p><u>Background/History:</u></p> <p>In 2018, the Fire Department was awarded a Department of Ecology Equipment Grant for \$94,000 to purchase a foam trailer for the purpose of mitigating oil spills. In 2020, the Fire Department was awarded an \$85,000 grant to purchase a dedicated Haz Mat equipment truck capable of storing SFD's hazmat response equipment. Currently, SFD stores hazmat equipment in a variety of locations, a practice solely based on the availability of space. With a dedicated hazmat equipment truck, SFD will be able to more rapidly respond to hazardous materials releases.</p> <p>This grant application was originally briefed on 03/04/2019 but the grant acceptance has been delayed. Also, the amount of the grant was significantly reduced from over \$300,000 to \$85,000.</p> <p>An SBO is needed to provide the budget authority for this purchase. The estimated cost of this vehicle is approximately \$142,000, the balance of which will be paid for with our SIP loan.</p>	
<p><u>Executive Summary:</u></p> <p>State grant with the Department of Ecology for \$85,000 to purchase a to purchase a dedicated Haz Mat equipment truck capable of storing SFD's hazmat response equipment</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) No match required. Will need to budget in the future for on-going maintenance and support.</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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 Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

REVENUE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93511-99999-33431	Dept of Ecology	85,000

EXPENSE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93511-94000-56404	Vehicles	85,000

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 acceptance of a new Department of Ecology Grant (DOE) to purchase a Haz Mat equipment truck, 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 Study Session

Division & Department:	City Legal
Subject:	Approval of Contract Amendment for Special Counsel Contract
Date:	September 22, 2020
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Council Woman Lori Kinnear
Executive Sponsor:	Michael Ormsby
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Public Safety
Deadline:	October 5, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Continued Defense of City in litigation against SPD and certain SPD employees
Executive Summary: Tom McLane is representing the City and certain of our employees in this litigation. Additional funds are necessary to continue this representation.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **THE LAW FIRM OF THOMAS W. MCLANE, PLLC**, whose address is 103 East Indiana Avenue, Suite A, Spokane, Washington 99207, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of LONNIE TOFSRUD v. SPOKANE POLICE DEPARTMENT, ET. AL., and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 19, 2019 and November 20, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on September 1, 2020.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

Contract Amendment by having legally-binding representatives affix their signatures below.

**THE LAW FIRM OF
THOMAS W. MCLANE, PLLC**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

20-162

Briefing Paper
City of Spokane
Spokane Municipal Court / Public Safety Committee
TBD

Subject

To renew the contract between the City of Spokane Municipal Court and the Alcohol Monitoring Systems, Inc. for electronic monitoring (GPS and Alcohol Monitoring) as an alternative to incarceration and as a monitoring service for probation and Court.

Background

The Spokane Municipal Court and Alcohol Monitoring Systems, Inc. entered into a contract for Electronic Monitoring, a jail alternative to incarceration, on August 22, 2018. The probation department entered into an agreement to phase out of probation's former EM equipment vendor, WASPC/BI, with the latest generation of EM equipment (Alcohol Monitoring and GPS). The change in vendors provides improved software interface, alcohol monitoring services, and will save the City approximately \$125,000 annually in electronic monitoring costs compared to WASPC/BI. This program is heavily utilized by the Court as a sentencing alternative and costs the City as low as \$3.67 per day per offender versus the costs associated with jail incarceration (approximately \$133/day). In August, 2019 the first one-year renewal of the AMS agreement increased the expenditure line to \$264,000.00 as the utilization of jail alternatives, specifically Electronic Monitoring, has increased in both pretrial and post-conviction orders.

Impact

Alternatives to incarceration promote opportunities for prosocial activity, allow offenders access to counseling and treatment services, and permit educational and employment engagement.

Action Requested

Support the renewal of the electronic monitoring contract for a one-year period ending August 31, 2021. This second one-year extension is the last one-year renewal as outlined by the original AMS agreement dated August 22, 2018.

Funding

Criminal Justice Assistance Fund

Council Sponsor

CM Lori Kinnear

**Agenda Sheet for City Council Meeting of:**

08/20/2018

Date Rec'd	8/8/2018
Clerk's File #	OPR 2018-0508
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 19602

Submitting Dept	PROBATION SERVICES
Contact Name/Phone	HOWARD DELANEY 625-4450
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0690 ALCOHOL MONITORING SYSTEM FOR MUNICIPAL PROBATION

Agenda Wording

Agreement with SCRAM for electronic home monitoring (EHM) equipment. Software and training to support municipal probation's jail alternatives program.

Summary (Background)

The contract is part of the phase out of probation's former EHM equipment vendor, WASPC/BI, with the latest generation of SCRAM home monitoring equipment and software. This change not only gives the city access to technically superior hardware, based on current EHM program volume, it will save the City approximately \$125,000 annually.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	

Expense	\$ 175,000	# 1910-18100-23600-55120-54911
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	DELANEY, HOWARD
Division Director	STAAB, TRACY

Council Notifications

Study Session	7/30/18 PSCHC
Other	

Finance

Legal	ODLE, MARI
For the Mayor	SANDERS, THERESA

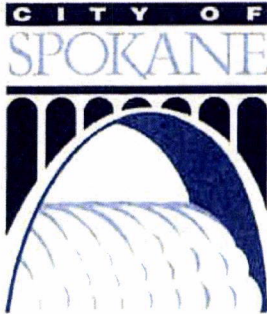
Distribution List

hdelaney@spokanecity.org
aharte@spokanecity.org
tjones@spokanecity.org
dcoley@spokanecity.org
kbustos@spokanecity.org

Additional Approvals**Purchasing**

APPROVED BY
SPOKANE CITY COUNCIL:

August 20, 2018
[Signature]
CITY CLERK



City of Spokane

CONTRACT

**Title: ALCOHOL MONITORING SYSTEM
FOR SPOKANE MUNICIPAL PROBATION
DEPARTMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **ALCOHOL MONITORING SYSTEMS, INC.**, whose address is 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide an alcohol monitoring equipment and services to the Spokane Municipal Probation Department, in accordance with the Company's Master Agency Agreement and Product and Service Agreement, incorporated hereto and attached as Exhibit A. In the event of a conflict between Company's Master Agency Agreement and Product and Service Agreement and this Contract, the terms of this contract will control.
2. **CONTRACT TERM.** The Contract shall begin on September 1, 2018 and run through August 31, 2019, unless terminated sooner. This Contract may be renewed by written agreement of the parties not to exceed two (2) additional two year renewals.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, including applicable tax, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Spokane Municipal Probation Department, 1100 West Mallon Avenue, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

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

9. **TERMINATION.** Either party may terminate this Contract in accordance with the Contract documents.

10. **INSURANCE.** During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **INDEMNIFICATION.** The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's

own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

This section replaces the first paragraph of Section 11 of the Master Agency Agreement.

12. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for

Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. GOVERNING LAW. This agreement is governed by the laws of the State of Washington.

ALCOHOL MONITORING SYSTEMS, INC.

By *Michael Machens* 8/17/18
Signature Date

Mike Machens
Type or Print Name

CFO
Title

602-959-944
Firm's UBI #

CITY OF SPOKANE

By *David A. Condon* 8/22/18
Signature Date

David A. Condon
Type or Print Name

Mayor
Title

Attest:

L. J. J. J.
City Clerk (Acting)

Approved as to form:

David A. Condon
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Master Agency Agreement and Product and Service Agreement

Exhibit – Certificate Regarding Debarment



18-133

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted 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 (federal, state, or local) transaction or contract under a public 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;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract 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.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract 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.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Alcohol Monitoring Systems, Inc</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Alcohol Monitoring</u> Program Title (Type or Print)
<u>Mike Mackens</u> Name of Certifying Official (Type or Print)	<u>Quintal Mack</u> Signature
<u>CEO</u> Title of Certifying Official (Type or Print)	<u>8/7/18</u> Date (Type or Print)



1241 West Mineral Avenue, Suite 200
Littleton, CO 80120

**EXHIBIT A
TO
CITY OF SPOKANE CONTRACT
MASTER AGENCY AGREEMENT**

AGENCY:	<u>SPOKANE MUNICIPAL PROBATION</u>	TELEPHONE:	<u>509-625-4400</u>
ADDRESS:	<u>1100 W. Mallon Ave.</u>	INITIAL CONTRACT	
	<u>Spokane, WA 99201</u>	TERM:	<u>36 Months</u>

This **AGENCY PRODUCTS AND SERVICES AGREEMENT** (the "Agreement"), is entered into as of the Effective Date by and between **ALCOHOL MONITORING SYSTEMS, INC.** ("AMS"), a Delaware corporation located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120, and the Agency listed above. This Agreement incorporates by reference any and all **Schedules** executed by the parties. Capitalized terms not otherwise defined in this Agreement are those as defined in the attached Schedule(s). Should there be a conflict between the terms in this Agreement and those of any Schedule, the terms in the Schedule will prevail. The effective date of the Agreement is the date last signed by AMS (Effective Date").

- 1 GENERAL SCOPE OF AGREEMENT.** AMS sells and rents Equipment and provides supporting Services specific to monitoring Clients who are required to or opt to wear such Equipment. AMS desires to sell or rent and Agency desires to order such Equipment and the supporting Services as specified in this Agreement and the attached Schedules in the Territory described on the applicable Schedule.

2 DEFINITIONS

"Clients" means individuals who are required or choose to wear the Equipment.

"Effective Date" means the date this Agreement is signed by AMS.

"Equipment" means the hardware identified in the applicable Schedule.

"Monitoring Services" means the remote collection, compilation and reporting of data from the Equipment.

"Monitoring Software" means AMS' proprietary, web-based software applications, depending on the Equipment or Service contracted for, which track and store Client data and other features as may be added from time to time.

"Parts" means peripheral hardware necessary for the support of the Equipment such as, but not limited, to batteries, straps and back-plates.

"Products" means collectively the Equipment and the Parts.

"Rental Equipment" means Equipment rented by AMS to Agency.

"RMA" means a Return Material Authorization issued by AMS.

"Services" means collectively the; (i) the Monitoring Services; (ii) provision of training and certification necessary for Partner to use Products; (iii) provision of technical support and telephone assistance; (iv) scheduled Equipment (v) maintenance; (vi) disaster recovery and backup services for Client data stored using the Monitoring Software; and (v) provision of such other Services and support functions as may be agreed to in writing by the parties and made part of this Agreement.

"Territory" means the geographic area type as defined on each Schedule in which Agency may provide the Products and Services to Clients.

"Third Party Contractor" means Agency's third party subcontractors to whom Agency is subcontracting any of Agency's work or responsibilities under this Agreement.

3 GENERAL BUSINESS TERMS

3.1 Payment Terms.

3.1.1 Purchased Products. Products will be invoiced at the time of shipment. The price of the Products does not include applicable taxes and is due and payable in U.S. dollars within ten (10) days of date of invoice.

3.1.2 Rental Equipment. Rental Equipment Fees will be invoiced monthly to Agency by AMS based on the specific pricing option for the Rental Equipment on or before the tenth (10th) day of each month and shall be paid by Agency to AMS within thirty (30) days from the date of such invoice.

3.1.3 Monitoring Service and Other Fees. Service fees will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency within thirty (30) days from the date of such invoice. Other fees include, but are not limited to, fees for the following: Court appearances whereby AMS is requested by Agency to be a witness in a court case; manual check-in for inactive Equipment; repair or replacement not covered by the Maintenance and Repair Policy under Section 7 and Equipment returned to AMS without an RMA. Unless set forth on an applicable Schedule, fees will be charged at AMS' then prevailing rates.

3.1.4 Currency; Invoiced Taxes. All fees are payable in U.S. Dollars. In addition, Agency is responsible for the timely payment of all taxes invoiced by AMS related to the purchase price for Products, Rental Equipment Fees, Services and any other fees set forth on the Schedule(s).

3.2. Ordering; Freight Terms; Order Cancellation and Reschedule.

3.2.1 Orders. AMS may provide Agency with AMS' standard order form to use for when Agency places orders under this Agreement. Agency may use its own purchase order form in addition to the AMS order form. All terms on any Agency purchase order shall not alter or amend the terms of this Agreement and any additional or varying terms contained in such instrument are expressly rejected.

3.2.2 Freight Terms. Products ordered by Agency shall be shipped to Agency's designated facility, AMS paying ground freight, and AMS bearing the risk of loss of damage until Products are delivered to Agency's dock, at which time any visible damage to the outermost packaging must be noted on the Bill of Lading. AMS shall determine the type of packaging, mode of transportation for all shipments including for returns. Any returns must be accompanied by an RMA. Orders expedited at Agency's request will be shipped FOB Origin, with all freight costs to be paid by the Agency.

3.2.3 Order Cancellation and Reschedule. Orders for Products, once accepted by AMS, are non-cancelable, and Products are non-returnable, except in accordance with the Maintenance and Repair Policy set forth in this Agreement or the terms, if any, in the applicable Schedule. Upon AMS agreement, Agency can reschedule orders one time upon thirty (30) days written notice prior to the shipment date. Any such rescheduled delivery date must be within thirty (30) days of the original delivery date.

3.3 Taxes. Agency shall be solely responsible for all taxes related to Products or Services provided to it by AMS under this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, and gross receipts irrespective of whether the Products are purchased or rented. If Agency is exempt from taxes of any kind Agency will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement.

3.4 Failure to Make Payments and Suspension of Services. Late paid invoices will be subject to interest, accruing from the due date at the rate of either one-and-one-half percent (1.5%) per month or the highest rate specified by applicable statute, whichever is lower. In addition, if Agency fails to pay any amount when due under this Agreement, AMS will provide written notice to Agency of such failure. If Agency does not pay any outstanding amount due within five (5) business days of the date of such notice, AMS may do any of the following; (i) reject orders from Agency for additional Products or withhold delivery of Products already ordered but not yet shipped; (ii) suspend access to the Services until Agency pays all outstanding amounts in full; and (iii) proceed with termination of this Agreement and any applicable Schedules in accordance with the terms in Section 9.3 of this Agreement.

3.5 Title to Equipment; Rental Equipment.

3.5.1 Title to Equipment. Title to purchase Equipment transfers to Agency upon delivery to the freight carrier. Title to any Rental Equipment shall remain with AMS, unless such Equipment is later purchased by the Agency.

3.5.2 Rental Equipment. Agency may rent Equipment from AMS in quantities agreed to by the parties. Agency will not encumber or dispose of any Rental Equipment. Agency will inventory Rental Equipment in a location that is used and operated by Agency authorized personnel only. All Rental Equipment maintained in Agency's inventory location will be handled in accordance with industry standard practices for prevention of loss or physical damage, including that which may be caused by electronic static discharge and environmental concerns. Agency will be responsible to and reimburse AMS for all loss to AMS resulting from damage, theft, destruction or any other loss whatsoever of Rental Equipment received by Agency. In the event of the loss or damage to any of the Rental Equipment, Agency agrees to pay AMS the Replacement Fee amounts specified on the relevant Schedule. AMS reserves the right, at its sole option, to reduce Agency's inventory of Rental Equipment, if Agency does not remit the Replacement Fee within thirty (30) days from the date of receipt of AMS' invoice. Agency will cooperate with AMS in the preparation and filing of any documents considered necessary by AMS to preserve AMS' title and ownership rights to the Rental Equipment. Upon reasonable notice, AMS reserves the right to audit Rental Equipment inventory on a quarterly basis. At all times throughout the Term, Agency will procure and maintain risk insurance to specifically cover loss or damage to Rental Equipment while in Agency's possession up to the equivalent of the Replacement Fee for the Rental Equipment. At the end of

the rental period, Agency must obtain an RMA and ship returned Rental Equipment to AMS with freight to be paid by Agency and risk of loss or damage to remain with Agency until delivery to AMS.

4 USE RESTRICTIONS; FIRMWARE LICENSE; OWNERSHIP; LIMITED LICENSE; DISCLAIMER

4.1 Use Restrictions: No Modification. Agency shall not do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software or Equipment; (ii) access data on the Monitoring Software not intended for Agency; (iii) log into an unauthorized server or account on the Monitoring Software; (iv) attempt to probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of Monitoring Software unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) modify, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of the Monitoring Software without AMS' or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; or (xii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

4.2 Firmware License. The Products contain firmware developed and owned by AMS or its third party supplier. Agency is hereby granted a limited, non-exclusive, non-transferable, royalty-free license, for the Term, as defined in Section 9.1 below, to use the firmware in the Products. Use of the Parts may be subject to third party license agreements. AMS and its third party suppliers shall retain all rights to the firmware contained in the Products. Any applicable license shall be deemed to be in effect upon delivery of the Products.

4.3 Ownership: Limited License. Agency acknowledges that all right, title and interest in any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third party suppliers. This Agreement provides Agency only the rights expressly granted in this Agreement. Further, if Agency suggests any new features or functionality for the Equipment, Monitoring Software or Parts that AMS or its third party suppliers subsequently incorporate into the Products or Monitoring Software, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Section 8 below.

4.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, AMS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AMS SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE EQUIPMENT BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE (IF APPLICABLE), OR IF THE EQUIPMENT FAILS TO ESTABLISH A CONNECTION WITH THE MONITORING SOFTWARE OR THE MONITORING SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES. Without limiting the express warranties set forth in this Agreement, AMS does not warrant that the Services will meet Agency's requirements or that access to and use of the Monitoring Services will be uninterrupted or free of errors. AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its third party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Monitoring Services caused by or resulting from any act, omission or condition beyond AMS' or its third party supplier's reasonable control.

5 SERVICE TERMS

5.1 Service Scope. AMS will provide Agency with the Services and support functions per the terms in this Agreement. Unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not obtained directly from AMS.

5.2 Monitoring Service Availability. AMS shall use commercially reasonable efforts to make the Monitoring Services available for twenty-four (24) hours a day, seven (7) days a week. Agency agrees that from time to time the Monitoring Services may be inaccessible or inoperable for reasons beyond the reasonable control of AMS, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AMS may undertake; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures. Agency will not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Monitoring Services unless expressly provided in this Agreement...

5.3 Monitoring Software Security. AMS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS reserves the right to deactivate or suspend access to the Monitoring Software by a user if such user is found or reasonably suspected to be using his/her access

to facilitate illegal, abusive or unethical activities. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. Agency agrees to hold AMS harmless from any claims resulting from such use.

5.4 Access to Monitoring Software. Agency agrees to limit requests for access to the Monitoring Software to Agency personnel who are authorized to enroll Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide to Agency user names, passwords and other information necessary to access the Monitoring Software. Agency is responsible for keeping its user names and passwords protected as Confidential Information as defined in and per the terms of Section 8 of this Agreement and for any communications or transactions made using its user names and passwords. Agency personnel are responsible for changing their respective user names and passwords if they believe that either have been stolen or might otherwise be misused. Agency shall provide written notice to AMS within ten (10) days if any previously authorized personnel status changes such that access should no longer be allowed, including but not limited to termination or resignation of any Agency personnel who had access to the Monitoring Software. These requirements are subject to change based on periodic review by AMS of its information security needs.

5.5 Equipment and Utilities. Agency is responsible and shall bear the costs associated with providing and maintaining internet access and all necessary telecommunications equipment, software and other materials necessary for accessing the Monitoring Software. Agency agrees to notify AMS of any changes in the foregoing, including any system configuration changes or any hardware or software upgrades, which may affect Agency's ability to access the Monitoring Software.

5.6 Equipment Maintenance. AMS and Agency shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with AMS' then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, Agency shall be responsible for collecting any Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a RMA number from AMS. Such maintenance program shall not cover Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in the Agreement. Agency shall not, without prior approval from AMS, send to AMS for maintenance any Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.

5.7 Training and Certification. AMS will provide Agency personnel with on-line, training and certification in the use of the Products at AMS' current training rates as quoted by AMS to Agency.

5.8 Additional or Changes to Services. From time-to-time, AMS may revise the scope of the Services, subcontract or delegate to a third party some or all of the provision of the Services, or make substitutions, additions, modifications and improvements to Monitoring Software and/or Services. Additionally, as a part of these changed Services, AMS also may determine, at its sole option, to discontinue providing Services hereunder for specific versions of the Products upon a minimum of one (1) year prior notice to Agency.

6. AGENCY RESPONSIBILITIES.

6.1 Equipment. Agency shall be solely responsible for the management and supervision of the Equipment and any personnel or Clients using the Equipment and the Monitoring Software, as well as the selection and implementation of the Client enrollment, monitoring and notification options provided for the Monitoring Software. For avoidance of doubt, Agency is solely responsible for the management of the Clients, including the response to any Client violations reported by AMS or its third party providers. AMS is not responsible or liable for Agency's failure to properly fulfill its foregoing responsibilities.

6.2 Agreements with Clients. Agency shall obtain the necessary written consent from any Client authorizing the tracking and/or monitoring of the Equipment by AMS or its subcontractors. Agency is solely responsible for notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS. These mandatory restrictions and prohibitions to be communicated to Clients are available on the Monitoring Software platform in the form of a "Participant Agreement". This Participant Agreement is not intended to cover all possible requirements of the relationship between Agency and its Clients and should be reviewed by Agency's legal advisors prior to use. Agency agrees to indemnify and hold AMS harmless from any claim resulting from the failure of Agency to notify Clients of the restrictions and prohibitions on use of the Equipment and to obtain Client's written consent authorizing the tracking and or monitoring of the Equipment by AMS or its subcontractors.

6.3 Third Party Call Center Support. If Agency determines that it will establish and use a third party call center to monitor and receive alerts from the Monitoring Software, then Agency will notify AMS and shall ensure that personnel certified by AMS will operate the call center. Agency shall be responsible for all acts and omissions of the third party call center personnel granted access to Monitoring Software as if they were employees of Agency.

7 MAINTENANCE AND REPAIR

7.1 Maintenance and Repair Policy. Provided Agency; (i) pays to AMS the Service fee(s) for Equipment; and (ii) installs the Equipment in accordance with AMS' instructions, for all Equipment manufactured by and ordered directly from AMS, AMS will provide the necessary maintenance and repair for such Equipment at AMS' expense to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the documentation for the specific Equipment. For any Parts manufactured by third parties and sold by AMS, any service or repair commitment for that Part shall be solely as described in the relevant Schedule for that Part. Products returned to AMS under warranty must be returned within thirty (30) days of issuance of the RMA. Agency must return damaged or defective Products to AMS, freight prepaid, and Agency is responsible for the risk of loss or damage during shipment for both shipment of damaged Product units back to AMS and the cost of return shipment of replaced or repaired Products back to Agency.

7.2 Maintenance and Repair Policy Exclusions. The above policy does not cover Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the documentation for the specific Equipment; (iii) servicing of the Equipment by anyone not authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; (v) use of Parts in the repair of the Equipment that have not been approved in writing by AMS for use in the Equipment; or (vi) use in connection with a third party product other than that as approved in writing by AMS.

7.3 Sole Remedy. In the event of a breach of the above Maintenance and Repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective Equipment or Part by AMS.

7.4 Product Changes; Retrofit Activities. AMS shall have the right at any time (i) to change the design or specifications of any Equipment without notice and without obligation to make the same or any similar change on any Equipment previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any Equipment to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide Agency with all new models of Equipment at no additional cost, and AMS may charge a fee for Equipment model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing Equipment model. Regarding the foregoing, in any case where AMS charges a fee for an Equipment model upgrade, it will provide no less than six (6) months' notice to Agency prior to discontinuing the sale or rental of the discontinued Equipment model. In addition, AMS will continue to offer repair and/or replacement services for the discontinued Equipment models under the Maintenance and Repair Policy referenced in this Section 7 for no less than three (3) years after the date of notice of Equipment discontinuation as provided by AMS to Agency.

8 CONFIDENTIAL INFORMATION

8.1 Confidential Information. In connection with this Agreement a party ("Discloser") may furnish to the other party ("Recipient") software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) legends or other markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("Confidential Information"). Confidential Information specifically includes all information accessed by Agency via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so. The parties each agree to treat this Agreement, including all exhibits hereto, as Confidential Information of each party.

8.2 Nondisclosure. It is agreed that, after receipt of Confidential Information of the other party, Recipient shall: (i) restrict the dissemination of such Confidential Information to those employees who need to use the Confidential Information in the performance of this Agreement, and (ii) to use no less than a reasonable standard of care in safeguarding against unauthorized disclosure of such Confidential Information. Recipient agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents and contractors who may be exposed to Discloser's Confidential Information.

8.3 Exceptions from Confidential Information. Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient.

8.4 Required Disclosures. If Recipient is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose legally required; and (ii) prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9 TERM AND TERMINATION

9.1 **Term.** This Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term expires, this Agreement can be extended by mutual written agreement of the parties for additional terms (each a "Renewal Term"). The Initial Term, together with any Renewal Term, is referred to as the "Term".

9.2 **Termination for Convenience.** This Agreement may be terminated for convenience at any time upon thirty (30) days prior written notice by one party to the other.

9.3 **Termination for Breach.** Either party may terminate this Agreement; (i) if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within sixty (60) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any nonpayment of money owed to the other party under this Agreement within thirty (30) days of such notice; (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in clause (ii) above) within sixty (60) days of such notice (it is understood; however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); or (iv) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under clause (iii) above.

9.4 **Termination for Non-Appropriation of Funds.** In the event that Agency is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Agency's financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Agency, Agency may terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to Agency or performed for Agency.

9.5 **Survival.** This Section, any indemnity obligations of either party, and Sections 4.3, 4.4, 6, 8, 11, 12.1 and 12.2 shall survive termination of this Agreement.

10 EFFECT OF TERMINATION

10.1 **Payments; Return of Equipment.** Upon any termination of this Agreement or any Schedule incorporated by reference herein, Agency shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return to AMS all Equipment not owned by Agency or, if so directed by AMS, to AMS' third party supplier. Upon termination of this Agreement, each party shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for backup and archived Client data.

11 ALLOCATION OF LIABILITY

Each party agrees, to the extent allowed by law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the "Indemnified Parties") harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Indemnified Parties arising out of or related to the negligence or willful misconduct of the other party's employees or agents. Further, Agency shall indemnify and hold harmless AMS and its officers, directors, shareholders, employees and third party suppliers against the acts of any Client assigned to wear the Equipment, including claims for personal, injury property damage or death. An indemnifying party shall have the foregoing obligation only if the other party provides: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

EXCEPT AS ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF ANY ACTS OR FAILURES TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN STRICT LIABILITY, TORT, CONTRACT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AMS HAS NO RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY INDIVIDUALS WHILE THEY ARE CLIENTS. EXCEPT AS LIMITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF AMS FOR ALL CLAIMS OF ANY KIND WHATSOEVER, AND UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY AGENCY TO AMS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE CLAIM.

The limitations set forth in this Section 11 shall apply even if any exclusive remedy in this Agreement fails of its essential purpose. The allocation of liability in this Section 11 represents the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations.

12 MISCELLANEOUS PROVISIONS

12.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of laws provisions. AMS and Agency hereby irrevocably consent to jurisdiction, service of process and venue in the City and County of Denver, Colorado.

12.2 Arbitration. Disputes arising under this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be resolved by arbitration before a sole arbitrator appointed and operating pursuant to the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the City and County of Denver, Colorado. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the American Arbitration Association.

12.3 Injunctive Relief. Notwithstanding anything above to the contrary, either party at any time may apply to a court having jurisdiction thereof for a temporary restraining order, preliminary injunction or other appropriate order where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Sections 4 and/or 8), without any showing or proving of any actual damages and without posting a bond or other security.

12.4 Non-Discrimination and Business Code of Conduct.

12.4.1 Non-discrimination. To the extent not exempt, the parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

12.5 Records Retention and Audit Rights. Agency will retain all records relating to the Agreement or any Schedule for a period of seven (7) years after termination of the Agreement or applicable Schedule. During the Term, upon ten (10) days prior written notice, and not more than once per year (unless circumstances warrant additional audits as described below), AMS may audit Agency's procedures and records that relate to the obligations under this Agreement. Notwithstanding the foregoing, the parties agree that AMS may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities or (ii) investigations of a breach of this Agreement.

12.6 Assignment. Except as expressing permitted herein, neither party may transfer or assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at transfer or assignment shall be void. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, each without the consent of Agency. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties.

12.7 No Agency; Independent Contractor. The use of the term "Agency" in this Agreement is solely for convenience and is not intended to make either party an agent of the other party. This Agreement does not constitute and shall not be construed as constituting an agency, distributorship or joint venture business arrangement between the parties. AMS is to be and shall remain an independent contractor with respect to Products provided or Services performed under this Agreement. AMS may subcontract the performance of any of its obligations under this Agreement. However, such subcontracting will not relieve AMS of its obligations under this Agreement.

12.8 Force Majeure. Except for the obligation to make payments as provided herein, neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations under this Agreement, if, and to the extent that, such delay or failure is caused by strikes, wars, natural disasters, acts of the public enemy, government restrictions or acts of terrorism. Upon claiming any excuse or delay under this Section, such party shall promptly notify the other party, use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.

12.9 Notices. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail, facsimile or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail, facsimile or overnight delivery service.

12.10 Waiver; Severability. Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.

12.11 Publicity. AMS shall have the right to issue news releases, press releases or other communications regarding this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the Client and Agency.

12.12 **Headings.** Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

12.13 **Execution.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile or email and signed using a portable document format or an electronic signature in lieu of an original signature, and the parties agree to treat such signatures as original signatures and agree to be bound by this provision.

12.14 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties, and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

SPOKANE MUNICIPAL PROBATION

ALCOHOL MONITORING SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Clerk of Agency

By: 

Name: Mike Machens

Title: CFO

Signed by AMS and effective as of: 8/7/18
Effective Date

**PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT**

AGENCY: SPOKANE MUNICIPAL PROBATION

This **PRODUCT AND SERVICES SCHEDULE** ("Schedule") to the **MASTER AGENCY AGREEMENT** (the "Agreement") is entered into on the date last signed by AMS by and between Alcohol Monitoring Systems, Inc. ("AMS") and the Agency identified above. This Schedule is incorporated by reference into the Agreement effective _____ executed by the parties. Unless otherwise defined herein, capitalized terms in this Schedule are those as defined in the Agreement. This Schedule is effective on the date signed by AMS.

AMS hereby desires to provide Agency with the Equipment and sell the Agency supporting Services and Agency desires to order such Equipment and purchase such Services as defined in this Schedule during the Term.

1. DEFINITIONS

- a. "Active Equipment" means any Equipment unit actively using the Monitoring Software.
- b. "Additional Monitoring Services" means, if Agency is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule A
- c. "CAM Equipment" means, if applicable per the pricing table below, an ankle bracelet device that continuously monitors alcohol levels and if configured as a kit, the base station.
- d. "Service Fee" as used on the Schedule(s) means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.
- e. "Equipment" means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.
- f. "High Priority Alerts" are Equipment generated alerts that signal; (i) the Client violated the exclusion/inclusion zone(s), or failed to return to or leaves without proper authorization an assigned location; (ii) device and/or strap tampering; (iii) evidence of communication and/or location failure; or (iv) any other alert types required by Agency.
- g. "GPS Equipment" means, if applicable per the pricing table below, a device that monitors Client's geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.
- h. "House Arrest Equipment" means, if applicable per the pricing table below, an electronic ankle device that monitors Client's adherence to a home arrest curfew schedule and includes the base station if configured as a kit.
- i. "Remote Breath Equipment" means, if applicable per the pricing table below, a device that measures alcohol levels in the breath and may have facial recognition capabilities.
- j. "SLA" means the Service Level Agreement Information document, which is attached to this Schedule as Attachment 1 and is only applicable if Agency is purchasing or renting Equipment with Additional Monitoring Services. Specific SLA protocols will be agreed to in a separate SLA document signed by Agency.
- k. "Wireless Base Station" means, if applicable per the pricing table below, an AMS device that uses cellular transmission to connect with another device, such as a GPS or CAM bracelet.
- l. "Wireless Multi-connect Device" means, if applicable per the pricing table below, a third-party wireless device that connects multiple electronic hardware devices, such as a CAM bracelet to a base station.

2. TERRITORY: City of Spokane in the State of Washington

3. EQUIPMENT AND SERVICE LIMITATIONS AND SPECIAL REQUIREMENTS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1.1 Alcohol Detection. The CAM Equipment is not designed to give immediate notification of alcohol detection.

3.1.2 Tamper Efforts. AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

3.1.3 Submergence in Water or Other Liquid. Equipment is not designed for submergence in liquids. Certain Equipment can tolerate limited water exposure such as that encountered when showering.

3.1.4 Failure by Agency to Adhere to Maintenance Schedules. AMS bears no liability for Agency's failure to adhere to Equipment maintenance notifications and/or schedules related to equipment and calibration.

3.2 REMOTE BREATH EQUIPMENT LIMITATIONS

3.2.1 Set Up. Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Further, Agency is responsible for establishing a program providing the necessary criteria to interpret all testing results provided by AMS. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine Agency-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

3.2.2 Breath Test Results. AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.2.3 Other Limitations. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed in any way to liquids. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the lost/damaged Equipment unit replacement fee.

3.3 ADDITIONAL MONITORING SERVICES – 24/7 REQUIREMENTS. Additional Monitoring Services are supported by a separate SLA document, which must be completed for each Client. Each SLA specifies, among other things, the type, description and price of the Monitoring Services to be provided. Any modifications of the terms of the SLA shall be made solely in writing and mutually executed by the parties and any other attempt to modify the terms of the SLA shall be void. AMS is not liable for; (i) the actions or inactions of Agency or its employees, contractors and agents that result in delay or error in the Services; (ii) failure to report Client non-compliant activities to appropriate supervising authorities when potential bond, parole or probation violations have occurred; or (iii) inaccurate information provided or input into the Monitoring Software, including Client or other contact information, GPS inclusion/exclusion zone set up and offender schedule information and associated protocols.

3.4 WIRELESS EQUIPMENT AND NETWORK LIMITATIONS. AMS provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.

4 EQUIPMENT AND SERVICE PRICING. Pricing is in accordance with the GSA Schedule #GS-07F-0003Y

4.1 Purchased Equipment.

Equipment Type	Quantity	Price per Unit	Service Fee per Unit, per Day
CAM Kit Landline Base Station	1 - 49	\$1405.54	\$3.93
CAM Bracelet	1 - 49	\$1108.00	\$3.93
CAM Kit Wireless Base Station	1 - 49	\$1561.00	\$3.93
GPS Bracelet	1 - 49	\$604.00	\$2.57
House Arrest Kit Landline Base Station	1 - 49	\$558.59	\$1.70
House Arrest Kit Wireless Base Station	1 - 49	\$776.00	\$1.00
Remote Breath Equipment	1 - 49	\$850.00	\$2.80
CAM/House Arrest Landline Base Station	1 - 49	\$374.81	NA
CAM/House Arrest Wireless Base Station	1 - 49	\$585.00	\$1.00

4.2 Rental Equipment Price

Equipment Type	Quantity	Rental Equipment Fee, per Unit, per Day	Service Fee per Unit, per Day	Daily Service Fee per Unit (includes Rental Equipment Fee)	Shelf Fee
CAM Kit Landline Base Station	1 - 49	\$1.99	\$3.93	\$5.92	\$1.82
CAM Kit Wireless Base Station	1 - 49	\$3.20	\$3.93	\$7.13	\$1.82
GPS Bracelet	1 - 49	\$0.79	\$2.57	\$3.36	\$0.74
House Arrest Kit Landline Base Station	1 - 49	\$0.81	\$1.70	\$2.51	0.70
House Arrest Kit Wireless Base Station	1 - 49	\$0.81	\$1.70	\$2.51	\$1.21
Remote Breath Equipment	1 - 49	\$2.70	\$2.80	\$5.50	\$1.48
CAM/House Arrest Wireless Base Station Standalone	1 - 49	\$0.20	\$1.00	1.20	NA

Note: If purchasing/renting the Wireless Base Station kitted with CAM or House Arrest Equipment, the Service Fee will be invoiced at the amount for CAM or House Arrest Kit listed above, plus the Service Fee amount listed above for the CAM or House Arrest Wireless Base station as if it were purchased/rented as a standalone unit

5 **ADDITIONAL SERVICES**

Training: AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

Ethernet Communication: \$0.50 per Equipment unit, per day

Calibration Kits and Associated Consumables: AMS will provide 1 calibration kit for each order with a quantity of 25 Remote Breath Equipment units.

Calibration Fee: AMS will calibrate Remote Breath Equipment for a charge of \$50 Equipment unit.

6 **SHELF FEE; SHELF ALLOWANCE; LOSS AND DAMAGE ALLOWANCE; LOST AND DAMAGE FEE:**

Shelf Fee: A Shelf Fee is only charged if there is an amount in the Rental Equipment Fee column in the table above and there is a Shelf Allowance percentage listed below.

Shelf Allowance: GPS, CAM, House Arrest, Remote Breath: 20%

Loss and Damage Allowance: 5%

Loss and Damage Fee: The replacement fee for Rental Equipment lost or damage beyond repair will be the purchase price, per unit, listed above or as follows. For Parts it will be the current replacement cost from the manufacturer. GPS refurbishment fee will be \$365.20 for those units that can be repaired

7 **SPECIAL TERMS: NA**

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

THIS SCHEDULE, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE AND ANY PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

SPOKANE MUNICIPAL PROBATION

ALCOHOL MONITORING SYSTEMS, INC.

By: _____

By: 

Name: _____

Name: Mike Machens

Title: _____

Title: CFO

Date: _____

Signed by AMS and effective as of: 8/7/18
Effective Date

**ATTACHMENT 1 – MONITORING SERVICE LEVEL AGREEMENT
TO
PRODUCT AND SERVICES SCHEDULE
TO
MASTER AGENCY AGREEMENT**

1 OVERVIEW

The following information details the alert and notification protocols that AMS will provide to Agency for those Clients using Equipment that requires Additional Monitoring Services and is incorporated by reference into the Product and Services Schedule to the Master Agency Agreement between the parties.

1.1 SERVICES

- 1.1.1 **Additional Monitoring Services.** AMS will provide Additional Monitoring Services on a 24/7, 365 day basis. The Monitoring Services are provided by AMS and not a third party. Services generally consist of outbound calls made by AMS to Probation Officers, law enforcement or Clients, telephone calling or customized Monitoring Services based on alert protocol specifications entered into the Monitoring Software.
- 1.1.2 **Contact Information and Monitoring Service Level Agreement Form.** Agency will contract AMS to configure the Monitoring Software to maintain all alert protocols and contact information.
- 1.1.3 **Alert Protocols.** Agency will contact AMS to set up alert protocols that will be documented in a separate SLA for each Customer.
- 1.1.4 **Alert Response Time.** AMS will respond to outbound alerts within 30 minutes of receiving notification of alert and will follow the protocols as configured for Agency.
- 1.1.5 **Recording.** The Monitoring Software will record inbound and outbound requests made by telephone. For quality purposes AMS will provide individual recordings of the telephone transactions upon written request.
- 1.1.6 **Reporting.** Upon written request, AMS will provide Agency with the following information:
 - Number of alerts received for a specific period of time
 - Average time to respond to alerts
 - Results/notes of calls

1.2 PRICE AND PAYMENT. Additional Monitoring Service standard fees are identified on Schedule A hereto, but will be formally agreed to in the SLA, and will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency the payment terms set forth in the Agreement from the date of such invoice and the remedies under the Agreement shall apply to any non-payment.

SCHEDULE A – ADDITIONAL MONITORING SERVICE FEES
TO
ATTACHMENT 1 –SERVICE LEVEL AGREEMENT
TO
PRODUCT AND SERVICES SCHEDULE
TO
PRODUCT AND SERVICES AGENCY AGREEMENT

SERVICE LEVEL CHOOSER: _____

SERVICE APPLICABLE PRODUCT(s): Check the box for the Product(s) you are purchasing the Additional Services for.

CAM ☐ REMOTE BREATH ☐ HOUSE ARREST ☐ GPS ☐

ADDITIONAL MONITORING SERVICES	CAM	REMOTE BREATH, HOUSE ARREST, GPS (Per Day, Per Client)
Standard (Included in Services Fee)		
<ul style="list-style-type: none"> • 24/7/365 monitoring services • Online training and certifications • Automated alert notifications delivered via text, email or page • Daily summary reports • 24/7 alert generation and analysis 	No Additional Charge	No Additional Charge
Premier		
<ul style="list-style-type: none"> • Standard, plus: • High priority alert investigation/ handling/ resolution • Manual outbound officer and offender calls • Closed loop documentation of alert handling/ resolution (1-3 calls per alert) 	Not Available	\$1.00
Premier Plus		
<ul style="list-style-type: none"> • Premier, plus: • Outbound offender and officer calls based on defined protocols and escalation procedures per SLA • Escalated alert notifications to officers and/or supervisors (e.g. highest authority for notification) (>3 calls per alert) 	Not Available	\$1.25/day/Client
Customized Services		
For data entry, schedule changes, on-site training, operational assessments, agency and court reporting packages	Priced for each service in the SLA	Priced for each service in the SLA



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

8/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Alcohol Monitoring Systems, Limited 1373359 Level 18 40 Bank St. (HQ3) Canary Wharf, London E145NR	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Underwriters at Lloyds of London		10736
	INSURER B: Evanston Insurance Company		35378
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 15546666 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	CJ1002118	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	MKLVEUL100753	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liability-Claims Made	N	N	CJ1002118	5/1/2018	5/1/2019	\$1,000,000 Per claim \$1,000,000 Agg \$50,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 15546666 Spokane Municipal Court Probation 1100 W Mallon Ave Spokane WA 99260	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Charles M. McDaniel</i>
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Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Commerce’s New Shelter Program - Young Adult Shelter
Date:	9/22/2020
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document)	2020-2025 Strategic Plan to Prevent and End Homelessness
Strategic Initiative:	Safe & Healthy - Reduce Homelessness
Deadline:	The retroactive start date for the contract is 8/1/2020.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$2,731,100 from the WA State Department of Commerce New Shelter Program for the creation of a new young adult shelter.
<p>Background/History: On 6/19/20 the Department of Commerce released an application to eligible city and county governments to receive formula awards for the creation of new shelter beds to address the unsheltered homelessness crisis in WA State. On 7/23/20, CHHS staff submitted an application for the funds to operate a new shelter program was young adults aged 18-24 in accordance with Spokane City/County Continuum of Care’s 5-Year Plan to Prevent and End Homelessness. On 9/17/20, Commerce formally awarded the proposal to the City of Spokane with a retroactive start date of 8/1/20.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> The grant agreement City of Spokane to implementing a shelter program in accordance with the proposal submitted on 7/23/20 Award amount: \$2,731,100 <ul style="list-style-type: none"> Pre-Occupancy: \$430,000 Post-Occupancy: \$2,301,100 Minimum number of new beds created: 43 Award Period: August 1, 2020 to June 30, 2023 Date all new beds must be operational: December 2020 Reimbursement requests must not exceed the \$56/bed/day and \$10K/new bed created reimbursement rate CHHS currently has an open RFP to select the operator for the young adult shelter. This operator will lead the site selection process. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: WA State Department of Commerce</p> <p>Other budget impacts: None</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



Interagency Agreement with

Spokane City of - Human Svcs

through

Community Services and Housing Division
Housing Assistance Unit

Shelter Program Grant

Start date: August 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Contract Management	1
3.	Compensation	1
4.	Expenses.....	1
5.	Billing Procedures and Payment.....	1
6.	Insurance.....	2
7.	Subcontractor Data Collection	2
8.	Order of Precedence.....	2

General Terms and Conditions

1.	Definitions	3
2.	All Writings Contained Herein	3
3.	Amendments.....	3
4.	Assignment	3
5.	Confidentiality and Safeguarding of Information.....	3
6.	Copyright.....	4
7.	Disputes	4
8.	Governing Law and Venue	4
9.	Indemnification.....	5
10.	Licensing, Accreditation and Registration	5
11.	Recapture	5
12.	Records Maintenance	5
13.	Savings	5
14.	Severability	5
15.	Subcontracting	5
16.	Survival	6
17.	Termination for Cause	6
18.	Termination for Convenience.....	6
19.	Termination Procedures	6
20.	Treatment of Assets.....	7
21.	Waiver.....	7

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 21-4610C-115

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Shelter Program Grant

1. Contractor Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Contractor Doing Business As (optional)	
3. Contractor Representative Matt Davis Homeless Program Specialist (509) 625-6815 mrdavis@spokanecity.org		4. COMMERCE Representative Julie Montgomery SDG Program Manager (360) 725-2963 Julie.Montgomery@commerce.wa.gov	
5. Contract Amount \$2,731,100	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date August 1, 2020	8. End Date June 30, 2023
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
		CFDA Number N/A	
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0003387-03	12. UBI # 328013877	13. DUNS # N/A
14. Contract Purpose The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent and positive outcomes quickly.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget and Shelter Program Grant Guidelines.			
FOR CONTRACTOR _____ Printed Name, title _____ Signature _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT 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 Contract.

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

4. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed the Contract amount listed on the Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

5. BILLING PROCEDURES AND PAYMENT

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

When requesting reimbursement for expenditures made, Grantee shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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 Contractor.

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

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

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

6. INSURANCE

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor'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. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Agreement performed by subcontractors and the portion of 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.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, 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
- Shelter Program Grant Guidelines

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, 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. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, 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. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "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.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, 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.

13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor'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.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 contract. COMMERCE may withhold from any amounts due the Contractor 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.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and 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 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 contract 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 contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

City of Spokane commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly as described in City of Spokane's application for Shelter Program funds.

A. Program Description

1. Overview

- a. Shelter program will serve young adults, age 18-24 who are experiencing homelessness in Spokane County.
- b. Shelter program will add 43 beds
- c. Shelter program will operate night by night shelter.

2. Facility Type

- a. Shelter program will operate an emergency shelter.
- b. The facility will also have secure check-in space, office space for shelter staff and any co-located providers, a large space to serve as a common area for the day center component of the program, ADA-accessible bathrooms with showers and other amenities to serve the hygiene needs of patrons, an area for gear storage, and a small kitchenette with sink, microwave, and fridge.

3. Racial Equity

- a. City of Spokane will implement strategies to prevent racial inequities in who is served and program outcomes.

Applicants to the young adult shelter RFP will be required to address their agencies' racial equity strategies and philosophies and provide evidence of culturally competent service provision. The selected operator will be required to provide staff with approved racial equity training as a part of a regular curriculum.

- b. Spokane Homeless Youth Advisory Board, a diverse group of young people with lived experience of homelessness, will act as paid consultants in the design of both the physical space of the shelter and the program itself.
- c. Grant agreement with the shelter program operator will include equity measures centered around assessing permanent housing outcomes for young people of color (as well as for LGBTQ+ and trans/non-binary young adults) as compared to the general shelter population to measure the effectiveness of the equity strategies implemented.

4. Housing Focused Services

- a. Shelter program will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing. Because the target population for this program will be young adults, the foundation philosophy driving service provision will be Positive Youth Development (PYD). The PYD perspective highlights the unique strengths and assets young people possess and is meant to create spaces where

young people have the opportunity to flourish and explore their potential. This means the shelter must be a space that promotes the physical and emotional safety of participants and where rules and expectations are clear and transparent, supportive relationships between peers and older adults are fostered, and opportunities for self-exploration/identity formation through skill building and (re)connection to family and community are ample.

Shelter program will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

The facility will have sufficient office space for program staff as well as other mainstream youth/young adult service providers who may co-locate their programs with the shelter or offer “office hours” at the site.

5. Diversion and Problem Solving

- a. The Empowered Solutions group will provide all young adult shelter staff with the locally tailored version of the Center for Dialogue and Resolution’s (CDR) 2-day diversion basics training. Additionally, through participation in the Anchor Community Initiative, the Spokane Regional CoC is working to establish a centralized diversion fund (CDF) program for youth and young adults (YYA). Participants in the diversion learning community for YYA will have access to diversion training tailored to the unique needs and strengths of young people and centralized pot of flexible funding administered by Volunteers of America (VOA). The selected young adult shelter operator will be required to participate in the YYA diversion learning community.

6. Outreach

- a. The program will work closely with the YouthREACH street outreach team operated by Volunteers of America (VOA) and the singles coordinated entry system led by Spokane Neighborhood Action Partners (SNAP).

7. Coordinated Entry Partnership

- a. If the county or regional Coordinated Entry (CE) requires Emergency Shelters, Drop-in Shelters and Temporary Shelter sites to participate in the county or regional CE process, Emergency Shelters, Drop-in Shelters and Temporary Shelter Sites funded by the Shelter Program grant must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

Projects operated by Victim Service Providers are not required but may elect to participate in the county or regional CE process. The young adult shelter staff for both the overnight stay and drop-in center components of the program, will be trained satellite assessors for Spokane Regional Singles Homeless Coordinated Entry System.

- b. Shelter program will not fill program openings through coordinated entry.
- c. The young adult shelter staff for both the overnight stay and drop-in center components of the program, will be trained satellite assessors for the Spokane Regional Singles Homeless Coordinated Entry System. Participants that are unable to resolve their homelessness through diversion supports may complete a housing prioritization assessment (the Youth-Service Prioritization Decision Assistance Tool) and be referred to an appropriate housing intervention.

8. Administration

- a. Grantees will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency:
- b. Invoice and Voucher Detail Worksheet for reimbursement (Guidelines: Fiscal Administration).
- c. Grantees commit to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).
- d. Grantees shall comply with all of the requirements, policies and procedures in the program grant guidelines.

B. Performance1. Requirements

- a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.
- b. Grantees should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

Intervention Type	Performance Goal	HMIS Calculation	Performance Target¹
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter ²	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter Site ³	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
All	Reduce Average Length of Stay	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS.	Not established

c. Equitable Access and Housing Outcomes

¹ The target is the level of desirable performance and is an indicator of a high performing project.

² Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

³ A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.

1. Grantees should ensure equitable access to Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

d. Exit Destinations

Exit Destinations Options	Positive Outcome: The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Moved from one HOPWA funded project to HOPWA TH	Positive Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome

Attachment A

Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome
Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Moved from one HOPWA funded project to HOPWA PH	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome

Attachment A

Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome

Budget

Participating Jurisdictions	Amount Dedicated
City of Spokane	\$ 1,291,685
City of Spokane Valley	\$ 562,756
Spokane County (Unincorporated)	\$ 876,659
Grant Total	\$ 2,731,100

Shelter Project A, Spokane Young Adult Shelter

Budget Category	Amount
Pre-Occupancy <i>Up to \$10,000 per bed prior to occupancy</i>	\$ 430,000
Post-Occupancy Operations <i>Up to \$56 per day per net additional bed</i>	\$ 2,301,100
Total	\$ 2,731,100

Briefing Paper

Public Safety and Community Health

Division & Department:	Public Safety, Combined Communications (Fund 1630)
Subject:	Three Additional Fire Communication Specialist FTEs
Date:	09/23/2020
Author (email & phone):	Brian Schaeffer , bschaeffer@spokanecity.org , 625-7001
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Emergency Response Services
Deadline:	
Outcome: Improved dispatch time and significant reduction in SREC backup support	To create three (3.0) new Fire Communications Specialist positions.

Background/History:

City Council has authorized 8.0 FTE's to staff the Spokane Fire Combined Communications Center (CCC) to meet the City's fire call response - 4 shift supervisors and 4 communication specialists.

There are currently 2 vacancies, resulting in increased overtime and stress for existing incumbents. The incumbents work a combination of 12-hour, 24-hour, and surge-related staffing/shifts, which is not adequate to service the number of city dispatch calls. The Fire Department has determined that an additional 3.0 FTE's, all communication specialists, are required to ensure that service demand and expectations are met. This will result in a total of 11.0 FTEs authorized.

Personnel savings from the vacant positions, and other operational savings, are projected to be sufficient to cover the cost of the proposed 3.0 FTEs, as well as, the estimated monthly backup support from SREC, for the remainder of 2020. The additional annual cost for 2021 is about \$500,000, with the funding source still yet to be determined. Some of the 2021 cost may be offset by savings in overtime, but that cannot be determined at this time.

Executive Summary:

Request authority to add 3.0 additional FTEs, all communication specialists, to support city fire dispatch calls. Funding for 2020 will be from vacancy and operating savings. Funding for 2021 is yet to be determined.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers: Known challenges/barriers:

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 Combined Communications Center 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 Combined Communications Center Fund, and the budget annexed thereto with reference to the Combined Communications Center Fund, the following changes be made:

FROM:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1630	CCC	1630-35210-28200-54141	IF Other Professional Svcs	64,134

TO:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1630	CCC	1630-35210-28200-02850	Fire Communication Specialist (from 4 to 7 positions)	37,646
1630	CCC	1630-35210-28200-52110	Social Security	2,879
1630	CCC	1630-35210-28200-52210	Retirement	3,670
1630	CCC	1630-35210-28200-52400	Industrial Insurance	88
1630	CCC	1630-35210-28200-52310	Medical	19,734
1630	CCC	1630-35210-28200-52330	Life Insurance	117

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from a need to hire three additional Fire Communication Specialists 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 Study Session

Division & Department:	City Legal and Spokane Fire Department
Subject:	Interlocal Agreement with SREC for CCB Building Operations
Date:	September 30, 2020
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Michael Ormsby
Committee(s) Impacted:	Public Safety and Administration and Finance
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan
Strategic Initiative:	Public Safety
Deadline:	October 19, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Provide framework for operation of the CCB Facility and provide for payments of other users of the CCB to the City.
Executive Summary: <u>SREC stood up operations on July 1, 2019. SREC is housed in Combined Communications Facility on the Fire Campus adjacent to Spokane Community College in a facility owned by the City of Spokane. Other users of the CCD include City and County IT and City Fire and Police Dispatch. The parties worked together to identify the percentage of space each entity uses and the expenses to operate the facility that would be split with each entity based upon their percentage of use of the CCB. The ILA also sets forth operational protocols for the Facility.</u>	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: City will be receiving payments from SREC and the County Other budget impacts: (revenue generating, match requirements, etc.) Revenue to the City will be approximately \$240,000 annually.	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Return to:
City Clerk for City of Spokane
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

City Clerk's No. _____

INTERLOCAL COOPERATION AGREEMENT
COMBINED COMMUNICATIONS BUILDING OPERATIONS

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2020, among the CITY OF SPOKANE, Washington (the "City") on behalf of its Fire and Police Department's dispatch operations and the City of Spokane ITSD Department, the COUNTY OF SPOKANE, Washington (the "County") on behalf of its IT Department, and Spokane Regional Emergency Communications (the "SREC"), jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act (chapter 39.34 RCW) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public entities to provide services in a manner best serving the needs of local communities; and

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

WHEREAS, the City, pursuant to RCW 35.22.280(3), has the power to control the finances and property of the City; and

WHEREAS the Board of County Commissioners (the "Board"), by Resolution No. 00-0875, adopted on October 10, 2000, found that the health, welfare and safety of the County's residents would be furthered by the acquisition, construction, installation, operation and maintenance of a Combined Communications Building (the "CCB"); and

WHEREAS; pursuant to Resolution No. 2018-0245, Spokane County under RCW 35.21.730-759 created Spokane Regional Emergency communications (the "SREC") to undertake, assist with, and otherwise facilitate the public function of providing an emergency communications and emergency management services, including but not limited to dispatch, and perform any other public function relating to providing such service; and

WHEREAS, SREC began offering certain dispatch and related services to Spokane County Fire Districts and the Spokane County Sheriff's Office (the "Services") on or about July 1, 2019; and

WHEREAS, these Services are provided utilizing the CCB, which is owned by the City and SREC agrees it should pay a pro-rata share of CCB expenses as it relates to SREC's use of the CCB facility;

-- Now, Therefore,

The Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set forth the Parties' understandings regarding the ownership, administration, management, on-going operations and payment for lease and services of the CCB. For the purpose of this Agreement, the terminology CCB shall mean that building and all property associate therewith, including parking, located at 1620 N. Rebecca Street, Spokane, Washington 99217.
2. **OWNERSHIP.** The City will continue to own the building housing the CCB, however there will be no lease cost to the Parties.
3. **PREMISES.** The City agrees that the Parties will occupy space in the CCB based on their proportion of occupancy and use costs as agreed by the Parties and as shown in Exhibit "A" that is attached to this Agreement.
4. **ADMINISTRATION/ MANAGEMENT.**
 - A. Management of each operational function and area within the CCB is the responsibility of the Party occupying that space.
 - B. The City Fire Chief will be responsible for the administration of this Agreement and ensuring that the adopted policies of the Site Council are implemented in an effective and timely manner.
 - C. A Site Manager will be assigned by the City Fire Chief. The Site Manager will be responsible for the management and maintenance of the CCB's building and grounds. The Site Manager will work directly with the division heads from each of the Parties to ensure that policy, procedures, training and maintenance are carried out and that coordination of activities occurs to maintain appropriate standards. The cost of the time the Site Manager spends on these duties will be shared among the Parties and will be included in the annual budget for the CCB and shared among the Parties as provided for in Paragraph 7 (a) hereinafter.
 - D. Each Party will commit staff to develop, with the other Parties, a building operations procedure manual that will be followed by all personnel working in the building. A draft manual is to be completed and submitted to the City Fire Chief within six (6) months of all Parties occupying the building. The final manual shall be jointly approved by the City Fire Chief and the Site Council.

5. SITE COUNCIL.

A. Creation. There is hereby created a Site Council which shall provide oversight, review and direction to the Parties regarding the budget and operations of the CCB.

B. Makeup/Operation.

- 1) The Site Council will consist of the City Fire Chief, the City Police Chief, the SREC Director and a representative from both the City of Spokane IT Dept and Spokane County IT Dept.
- 2) The City Fire Chief and City Police Chief will have a single vote combined. Either may cast their combined vote and they shall separately determine how their combined vote will be cast. All other Site Council representatives will have one (1) vote each.
- 3) The Site Council will be provided staff assistance by the City or the SREC staff as necessary. Reimbursement for staff assistance shall be based solely on their hourly rate of pay plus the employer's cost of benefits based on the percentage amounts set forth in Section 7A. There shall be no reimbursement for direct and/or indirect costs associated with staff assistance.
- 4) The Site Council will meet as necessary, but not less than one (1) time per year. The Site Council will determine its own meeting schedule.
- 5) The Site Council must have a quorum to meet. A quorum shall be three representatives eligible to vote; provided City Fire Chief and City Police Chief will constitute a single representative for purposes of determining a quorum.

C. Site Council Responsibility.

- 1) The Site Council will evaluate the types and levels of services being provided to the building.
- 2) The Site Council will have responsibility for reviewing and approving the budget for the maintenance/ operational and capital construction costs for the CCB. Provided, however, any capital improvement costing more than \$50,000 must be unanimously approved by the Site Council. Additionally, the Site Council must approve any indirect charge/ cost that will be requested for reimbursement, as a part of the budget approval process.
- 3) The Site Council may establish a process, which may include financial penalty, to ensure compliance with building policy and procedures by the Parties residing within the CCB.

6. MAINTENANCE/OPERATION.

- A. The Site Manager will be responsible for obtaining operational and maintenance services for the CCB, including:
- 1) Utilities - telephone service (not associated with 911 systems, switches, or other equipment), gas, water, electric, sewer, solid waste, aquifer protection, storm water and other similar services.
 - 2) Site Maintenance - lawn care, lawn sprinkler care, snow removal, private road and parking lot repair/ maintenance, including fencing, and other similar services.
 - 3) Operational and Building Maintenance - janitorial, HVAC, detection / protection / security systems testing and maintenance, property insurance coverage for building, emergency power facilities / features including generator / UPS / battery backup and general building condition.
- B. The Site Manager is not responsible for any equipment associated with the direct operation of any party (e.g., Enhanced 911 system, radios, consoles, CAD systems).

7. BUDGET/FINANCE/COSTS.

- A. Costs. Commencing effective July 1, 2019, all maintenance/operational and building and site capital costs, including insurance, will be allocated and paid by the Parties based on the square footage of their dedicated and shared space within the building. The percentage allocations are as follows:

Spokane Fire =	11.5%
Spokane Police =	14.7%
SREC =	71.8%
City of Spokane IT =	1.0%
Spokane County IT=	<u>1.0%</u>
Total =	100.0%

These percentages are based on the actual square footage calculations of spaces occupied. IT space has been approximated based on server-rack footprints.

These percentages will remain in place until there are changes to the space allocation for a Party that would substantially change the percentages. The Site Council will approve any change in the percentages.

- B. Budgeting – Special Revenue Fund. The CCB will be operated as a separate Special Revenue Fund within the City's budgeting structure. All payments to the City for CCB services will be deposited in this Fund and CCB expenditures will be made from this Fund. The City may not borrow any moneys from this fund without prior approval from the Site Council. By its very nature, this Special Revenue Fund is a rollover fund through which all reserve, cash carryover and unencumbered funds from one fiscal year will carry over to the next fiscal year. The Site Manager is responsible for managing this Fund within the policy direction established by the Site Council.
- C. Audit. The Site Council or any party to this agreement may call for an audit of the Special Revenue Fund at any time. Cost of the audit requested by the Site Council will be borne by the Parties on the same percentage basis as set forth in Paragraph 7 (A) herein above. Cost of an audit requested by a Party to this agreement shall be borne by that Party.
- D. Accounting. All accounting of revenue and expenditures of the CCB will be through the City Accounting Department using generally accepted accounting principles. Any capital replacement cost will be determined by the Site Council and depreciated over its expected useful life. These amortized costs will be shared based on each Party's payment percentage.
- E. Billing/Payments:
 - 1) Annual Charges. Each year by August 1st, the Site Manager will provide to the Site Council, for its consideration, the expected annual charges for each Party for the next calendar year. This estimated cost would be based on previous years' experience plus any additional charges approved by the Site Council. For the time period of July 1, 2019, through June 30, 2020, the Site Manager will compile the actual expenses and share those with the Site Council for approval and payment. The Site Manager has compiled the expenses for this time period and determined them to be \$389,289.00 of which \$236,429.50 is allocated to SREC; \$48,405.48 is allocated to City Police; \$37,868.24 is allocated to Fire Dispatch; \$3,292.89 is allocated to City IT and \$3,292.89 is allocated to Spokane County IT. SREC and the County will remit these amounts to the City within thirty (30) days of the execution of the Agreement. Adjustments (either refunds to those who overpaid or additional payments by those who may have underpaid) will be promptly remitted.

- 2) Billing. Each Party will be billed the annual contract amount which is to be paid to the City no later than March 1st of each year, beginning in 2021.
- 3) Dispute Resolution. Any Party may appeal its annual charge. Any appeal shall be in writing and shall be received by the chairperson of the Site Council within ten (10) working days of the Party's receipt of its annual billing. Upon receipt of the appeal, the Site Council chairman shall convene the Site Council to consider the appeal. The Party appealing the annual charge shall be afforded an opportunity to personally appear through its representative in front of the Site Council to address its appeal. The Site Council shall issue a written decision on the appeal. The appealing member of the Site Council shall not participate in his/its appeal. The written decision of the Site Council shall be binding on the appealing Party.

8. INSURANCE. The Site Manager shall ensure that the City obtains and keeps in force property insurance for the replacement cost of the building. Each Party shall be responsible for its own comparative negligence, property damage covering its personal contents and equipment, business interruption, Worker's Compensation (if appropriate), general liability, automobile liability.

9. LIABILITY.

- A. Each Party shall defend, indemnify and hold harmless the other parties from any liability, loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused by any act or omission of the indemnified Party, its officers, employee and agents in connection with this Agreement.
- B. Each Party waives immunity under Title 51 RCW solely as to the other Parties. The Parties have specifically negotiated this provision.

10. TERM. The initial term of this Agreement shall be two (2) years, renewable for additional periods as agreed among the Parties.

11. TERMINATION. Any Party may otherwise terminate its participation in this Agreement at any time with one hundred eighty (180) days advanced written notice to the other Parties.

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

► City: Mayor of the City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Blvd
Spokane, Washington 99201

City Clerk, City of Spokane
Fifth Floor, City Hall Blvd
808 West Spokane Falls Blvd
Spokane, Washington 99201

► County: Spokane County IT
1100 West Mallon Avenue
Spokane, Washington 99260-0300

Spokane County Clerk of the
Board of Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260-0100

► 9-1-1: Spokane County Emergency
Communications
1620 N. Rebecca Street
Spokane, Washington 99217

13. NO SEPARATE ENTITY CREATED. This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

14. FILING OF THIS AGREEMENT. The City shall cause this Agreement to be filed with the Spokane County Auditor.

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

16. AMENDMENTS. This Agreement may be amended at any time by mutual Agreement of all Parties executed with the same formalities as the present Agreement.

17. SEVERABILITY. Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

18. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

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

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

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

22. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

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

COUNTY OF SPOKANE.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper Study Session

Division & Department:	Mayor's Office and City Legal
Subject:	Second Amendment to ILA with SREC for Dispatch Services
Date:	October 1, 2020
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Michael Ormsby and Nadine Woodward
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan
Strategic Initiative:	Provide Public Safety to Spokane Citizens
Deadline:	October 5, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of the Second Amendment will continue current arrangement for fire dispatch services until February 1, 2021
Executive Summary: The City and SREC have had a mutual aid agreement since November 7, 2019, which was extended by an amendment to October 12, 2020. This second amendment extends the mutual aid arrangement until February 1, 2021.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING TEMPORARY 9-1-1 DISPATCH BACKUP SUPPORT SERVICES**

This Second Amendment to Interlocal Agreement between City of Spokane and Spokane Regional Emergency Communications Regarding Temporary 9-1-1 Dispatch Backup Support Services (“Second Amendment”) is between the **City of Spokane**, a political subdivision of the State of Washington (“City”), and **Spokane Regional Emergency Communications**, a public development authority and municipal corporation (“SREC”), acting by and through its Board of Directors; individually referred to herein as “Party” and collectively referred to herein as “Parties.”

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, as further amended by Spokane County Resolution No. 19-1152, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the Parties have previously executed an “Interlocal Agreement between City of Spokane and Spokane Regional Emergency Communications Regarding Temporary 9-1-1 Dispatch Backup Support Services,” dated November 7, 2019, and as amended by a First Amendment dated September 11, 2020 (together, the “Amended Agreement”), a complete copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein; and

WHEREAS, the Parties desire to again modify the Amended Agreement as provided in this Second Amendment; and

WHEREAS, the Parties desire to extend the term of the Amended Agreement to February 1, 2021 and to provide for termination of the Amended Agreement by SREC with fourteen (14) days’ written notice, as further provided herein.

NOW THEREFORE, the Parties agree as follows:

Section 1. Amendment to Section 2 of Amended Agreement. Section 2 of the Agreement is hereby amended in its entirety as follows:

2. **DURATION / TERMINATION.** This Agreement is effective as of July 1, 2019 and shall terminate on February 1, 2021, provided, the performance of this Agreement shall be actively reviewed by the Parties at least every thirty (30) days as an agenda item at the SREC Board’s regular meeting on the third Thursday of each month at 7:30 a.m. The

review shall include a report on the status of the City's analysis of methods for delivering dispatch services to City residents and discussions about the relationship between the City and SREC.

At the sole discretion of either Party, this Agreement may be terminated by either Party upon the delivery of a minimum of fourteen (14) days' written notice to the other Party.

Section 2. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Amended Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the November 7, 2019 original Agreement and/or the September 11, 2020 First Amendment with the terms of this Second Amendment, the terms of this Second Amendment shall control.

Section 3. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Amended Agreement.

Section 4. Counterparts. The Parties may sign this Second Amendment in one or more counterparts hereto and each counterpart shall be treated as an original.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date and year set forth below.

City of Spokane

SREC

By: Nadine Woodard
Title: Mayor

By: Bryan A. Collins
Title: Chair

Date: _____

Date: _____

By: Name
Title: Title

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

Approved as to form:

By: Name
Title: Title

Date: _____

Approved as to form:

By: Michael Ormsby
Title: City Attorney

Date: _____

By: Laura McAloon
Title: SREC Attorney

Date: _____

Exhibit “A”

Copy of
Interlocal Agreement between City of Spokane
and Spokane Regional Emergency Communications
Regarding Temporary 9-1-1 Dispatch Backup Support Services, dated November 7, 2019 and
First Amendment thereto dated September 11, 2020

Briefing Paper Study Session

Division & Department:	City Legal/Spokane Police Department
Subject:	Interlocal Agreement for Mental Health Crisis Stabilization Facility
Date:	September 22, 2020
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Michael Ormsby
Committee(s) Impacted:	Safe and Healthy
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Planning
Strategic Initiative:	Reduce numbers of individuals with mental health and substance abuse challenges from being incarcerated unnecessarily
Deadline:	10/5/20
Outcome: (deliverables, delivery duties, milestones to meet)	Reduction over time un the number of City residents incarcerated in the jail
<u>Executive Summary:</u> A number of departments in the City, Spokane County and other government entities in the County have been working on this project for several years. Spokane County was successful in obtaining state grant funds to pay a substantial cost of the Facility.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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.)	
<u>Operations Impact:</u> 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:	

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
REGARDING THE RENOVATION COSTS FOR SPOKANE COUNTY MENTAL HEALTH CRISIS
STABILIZATION FACILITY FOR LAW ENFORCEMENT AND FIRST RESPONDERS**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260 (the "County") and the City of Spokane, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the "City"), jointly referred to as the Parties.

W I T N E S S E T H:

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

WHEREAS, the provisions of chapter 71.05 RCW recognize that persons with mental disorders can and should be controlled in less restrictive alternatives to jails, including among others evaluation and treatment facilities and hospital crisis stabilization units; and

WHEREAS, Spokane County owns that property and building thereon located at 1302 W. Gardner Avenue, Spokane Washington (the "Property"). The County let out under Bid No. P11752 the renovation of the building located on the Property for the purpose of being used as a Mental Health Crisis Stabilization Facility for Law Enforcement and First Responders ("MHCSF Renovation Costs"). Bid No. P11752 included a base bid plus certain Bid Alternatives (the "Bid Alternatives"); and

WHEREAS, funding for the MHCSF Renovation Costs which include the Bid Alternatives comes from various sources identified as "Funding Sources" on Attachment "A", attached hereto and incorporated herein by reference. Attachment "A" identifies two funding sources as follows:

"1/10th MH-From Fund Balance- \$1,100,000"
"City of Spokane Contribution - \$1,100,000"

; and

WHEREAS, the County and City desire to reduce to writing their respective obligations to financial contribute toward the MHCSF Renovation Costs as identified in the immediately preceding recital; and

WHEREAS, the Interlocal Cooperation Act (chapter 39.34 RCW) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public entities to provide services in a manner best serving the needs of local communities.

NOW, THEREFORE, for and inconsideration of the above recitals which are adopted herein by reference, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement to set forth the Parties' understandings regarding their respective financial commitments toward **only** certain items identified as "Funding Sources" set forth in Attachment "A", attached hereto and incorporated herein by reference in conjunction with MHCSF Renovation Costs, namely:

"1/10th MH-From Fund Balance- \$1,100,000"
"City of Spokane Contribution - \$1,100,000"

The terminology MHCSF Renovation Costs are identified in Attachment “A” as \$9,307,079 under the heading “Option 4-Base Bid Plus All Alternatives” and includes all alternatives set forth in Spokane County Bid No. P11752.

2. **PARTIES RESPECTIVE RESPONSIBILITIES:** The Parties shall have the following responsibilities under this Agreement:

A. Spokane County’s Responsibilities:

- a. Execute appropriate documents for the construction/acquisition of **all** items identified under “Option 4-Base Bid Plus All Alternatives” set forth in Attachment “A” in conjunction with the MHCSF Renovation Costs.
- b. Financially contribute in an equal amount with the City of Spokane toward the cost of the MHCSF Renovation Costs in an amount up to \$1,100,000 from the 1/10th MH Fund Balance, with the understanding that MHCSF Renovation Costs includes all alternatives set forth in Spokane County Bid No. P11752. Financial contribution shall be owing only after all other funding sources identified under “Funding Sources” in Attachment “A” other than “City of Spokane Contribution” are exhausted.

B. City of Spokane Responsibilities:

- a. Financially contribute in an equal amount with Spokane County toward the cost of the MHCSF Renovation costs in an amount of up to \$1,100,000 with the understanding that MHCSF Renovation Costs includes all alternatives set forth in Spokane County Bid No. P11752. Financial contribution shall be owing only after all other funding sources identified under “Funding Sources” in Attachment “A” other than “1/10th MH-From Fund Balance” are exhausted.
- b. Within thirty (30) calendar days of any written request by Spokane County for its financial commitment as provided for in 2B above, to pay Spokane County.

C. Joint Responsibilities:

The County agrees to notify the City as soon as possible in the event the County believes that the Parties respective contribution of up to \$1,100,000 each as provided for herein, along with the other items identified in Attachment “A” as “Funding Sources” will not provide sufficient funding sources to address the projected costs for “Option 4-Base Bid Plus All Alternatives” of \$9,307,079 with a budget balance of \$31,674. In such instance, the Parties agree to meet and discuss the possibility of additional joint contributions which must be mutually agreed to.

3. **TERM / TERMINATION.** The term of this Agreement commences as of the last signature date. Once executed, the Agreement can only be terminated by mutual agreement of the Parties.

4. **NOTICES.** All Notices shall be in writing and served either personally or by certified mail, postage prepaid, return receipt requested to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid. Provided requests for financial contribution from the City as provided for in 2(B) (b) above may be by e-mail directed to the City of Spokane Chief Financial officer, Tonya Wallace at Twallace@SpokaneCity.org.

City:

Mayor of the City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Blvd
Spokane, Washington 99201

City Clerk, City of Spokane
Fifth Floor, City Hall Blvd
808 West Spokane Falls Blvd
Spokane, Washington 99201

County:

Board of County Commissioners
1116 W. Broadway Avenue
Spokane, Washington 99260
Attention: Chairman

Board of County Commissioners Clerk
1116 W. Broadway Avenue
Spokane, Washington 99260

5. **NO SEPARATE ENTITY CREATED.** This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

6. **FILING OF THIS AGREEMENT.** The Parties shall cause this Agreement to be filed as provided for in RCW 39.34.040.

7. **PROPERTY UPON TERMINATION.** Title to all property acquired by a Party under this Agreement shall remain with the acquiring party upon termination of the Agreement. The Parties agree that the County will own the Property and any improvements as a result of the Base Bid and Bid Alternatives.

8. **AMENDMENTS.** This Agreement may be amended at any time by mutual Agreement of the Parties executed with the same formalities as the present Agreement.

9. **SEVERABILITY.** Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

10. **ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

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

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

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

14. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

(This space intentionally left blank.)

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

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

ATTEST

JOSH KERNS, Vice-Chairman

Ginna Vasquez, Clerk of the Board

MARY L. KUNEY, Commissioner

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Title: _____

City Clerk

Approved as to form:

Assistant City Attorney

Attachment "A"

Mental Health Crisis Stabilization Facility Capital Project Budget

Funding Sources

2018 State Capital Grant	2,350,000
2019 State Capital Grant	1,960,000
2019 DOC Operating Grant (A&E)	360,000
Trueblood Capital Grant	1,960,000
1/10th MH	418,753
REET 1 Support	50,000
General Fund Support	40,000
1/10th MH - From Fund Balance	1,100,000
City of Spokane Contribution	1,100,000
Funding Sources Total	9,338,753

Option 4 - Base Bid Plus All Alternatives

A&E/Site Readiness	603,000
Base Bid Construction	5,501,628
<i>Top Priority Alternates</i>	
15. Emergency Generator	74,566
8. Build-out of Sally-Port Rooms 130,133,134,136A&B,137	173,277
2a-d. Cleaning and Restoration of Existing Brick and Concrete	148,299
3a-c. Upgrade Doors to Impact Resistant doors	45,720
11a-b. Fiber Reinforced Laminate (FRL) at Toilet and Shower Rooms	17,704
<i>Top Priority Alternates Subtotal</i>	<u>459,566</u>
<i>Mid Priority Alternates</i>	
6. Build-out of West End of Building	850,033
1. Courtyard and Fence	47,666
<i>Mid Priority Alternates Subtotal</i>	<u>897,699</u>
<i>Low Priority Alternates</i>	
4a-c. Add Sheet Vinyl	68,942
5a-c. Millwork Base	14,808
7. Kitchen Equipment	22,314
9. Staff Lockers in Room 114	4,396
10a-b. Selected upper cabinetry	7,168
12a-b. Dropped ceilings over sleeping areas	190,730
13. Ceiling in Rooms 138, 141, 145	7,614
14a-c. Change Ceiling Type C-2	10,661
<i>Low Priority Alternates Subtotal</i>	<u>326,633</u>
10% Contingency	718,553
Building Furnishings	500,000
Motor Pool Relocation	300,000
Option 4 Total	9,307,079
Capital Budget Funding Balance	31,674

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 Miscellaneous Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	1360-91208	Miscellaneous Grant Fund	
	99999-33320	DOT	<u>\$ 63,000</u>
TO:	1360-91208	Miscellaneous Grant Fund	
	12500-53101	Supplies	1,000
	12500-54101	Contractual Services	50,000
	12500-54406	Travel	12,000
			<u>\$ 63,000</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 accept the 2020 DUI Candidate Court Grant from DOT passed thru from the Washington Traffic Safety Commission, 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

Section 1

A. Project Abstract

The Spokane Municipal Community Court is requesting grant funds in the amount \$166,048 to expand our services into the East Central neighborhood, and to hire a Poverty Alleviation Treatment Case manager. The East Central neighborhood accounted for 8.10% of the city's overall property crimes in 2019, an increase from the 2018 rate of 7.85%. Furthermore, according to local data, 45% half of the residents of East Central make less than the median income in Spokane. Of those, 1,185 individuals and families make less than \$10,000 a year. High poverty rates are often associated with an increase in property crime, illegal camping, and trespassing. The Poverty and Alleviation Treatment Case Manager will be hired to assist in linking participants with support services while also increasing accountability with treatment plans. This position will be independently evaluated by a Spokane Regional Law and Justice criminal data analyst to determine the effectiveness in its ability to alleviate poverty while maintaining accountability to treatment programs.

An additional part of this request is funding for travel and training to assist the court in the expansion effort as well as maintain training to national best practices standards. The Center for Court Innovation hosts a biannual conference which provides substantial training in Community Court practices and overall therapeutic court best practices. The court has requested funding to attend this conference as well as funding to travel to Community Court sites in Dallas, in an effort to better plan our expansion. As we expand our effort into East Central we expect that the majority minority population of the area will provide a different participant base in comparison to our Downtown and Northeast Community Courts. In response to this challenge we hope to visit Dallas where they have similar differences in participant base. To serve high poverty clients in the best manner possible the SMCC is asking for funding for bi-annual training in the culture of poverty and crime organized taught by Justlead.

Spokane Community Court, has gained commitments from a variety of neighborhood stakeholders, support services, and resources in the East Central neighborhood. The new court will bring additional support services not only for court involved participants but anyone in the community who is in need. The overarching goal is to help alleviate poverty and crime in the community, increasing quality of life and wellness in the East Central neighborhood.



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Naydine Woodard
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

Dear Mayor Woodard:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Spokane for an award under the OJP funding opportunity entitled "National Community Courts Site-based and Training and Technical Assistance Initiative: Implementation and Enhancement." The approved award amount is \$166,048. These funds are for the project entitled Spokane Community Court Expansion.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Spokane accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tracy Lee-Williams, Program Manager at (202) 598-9695; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

September 19, 2020

The Honorable Naydine Woodard
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

Dear Mayor Woodard:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink, reading "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

4. AWARD NUMBER: 2020-DC-BX-0042

5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2022
BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2022

6. AWARD DATE 09/19/2020

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

916001302

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

115528189

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Spokane Community Court Expansion

10. AMOUNT OF THIS AWARD

\$ 166,048

11. TOTAL AWARD

\$ 166,048

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Naydine Woodard
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	DC	80	00	00		166048

21. VDCUGT2620



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-DC-BX-0042 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
34. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
35. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
37. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

40. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.
41. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
42. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-DC-BX-0042

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

43. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a “violent offender” means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.
44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
46. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.
47. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Spokane

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
	PROJECT NUMBER 2020-DC-BX-0042	PAGE 1 OF 1
This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409		
1. STAFF CONTACT (Name & telephone number) Tracy Lee-Williams (202) 598-9695		2. PROJECT DIRECTOR (Name, address & telephone number) Seth Hackenberg Court Coordinator 1100 W Mallon Ave Spokane, WA 99260 (509) 309-6948
3a. TITLE OF THE PROGRAM National Community Courts Site-based and Training and Technical Assistance Initiative: Implementation and Enhancement		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Spokane Community Court Expansion		
5. NAME & ADDRESS OF GRANTEE City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3339		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2020 TO: 09/30/2022		8. BUDGET PERIOD FROM: 10/01/2020 TO: 09/30/2022
9. AMOUNT OF AWARD \$ 166,048		10. DATE OF AWARD 09/19/2020
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Bureau of Justice Assistance (BJA) FY20 National Community Courts Site-based and Training and Technical Assistance Initiative supports efforts by state, local, and federally recognized Indian tribal governments to establish and enhance community courts in their jurisdictions. Community courts enhance public safety by addressing underlying issues that lead to criminal behavior, including substance abuse and behavioral health issues. By engaging communities in planning and operational processes, they provide justice system officials with more effective options in dealing with lower-level offenses, enhance public trust in the conduct of justice, and help to reduce unnecessary incarceration. The grant recipient has completed a substantial amount of planning and is ready to fully implement a community court or will be enhancing an existing community court. Funding will be used for case management, supervision and treatment services, and/or the provision and coordination of recovery support services. Courts must ensure that participants are tested periodically for the use of controlled substances, including medical marijuana, and that the court conforms to the key		

community court principles and statutory requirements of the program. CA/NCF

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0560-91202	General Fund – Municipal Court	
	99999-33316	Department of Justice	<u>\$ 166,048</u>
TO:	0560-91202	General Fund – Municipal Court	
	12500-00850	Poverty Alleviation/Treatment Case Mgr.	\$ 88,240
		(from 0 to 1 position)	
	12500-52110	FICA	6,752
	12500-52310	Medical	25,276
	12500-52320	Admin Fees	360
	12500-54101	Professional Services	15,000
	12500-54401	Airfare	14,184
	12500-54407	Lodging	11,124
	12500-54408	Per Diem	<u>5,112</u>
			<u>\$ 166,048</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 budget the Department of Justice Grant for the East Central Community Court Project, 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

City Council budget items for 2021 Budget

PUBLIC SAFETY & COMMUNITY HEALTH

- Forfeiture Funds and/or Public Safety Levy funds – dedicate some of these dollars towards police reform process to the extent authorized by statute
- Implement City Office of Civil Rights (funds have been allocated for several years but implementation has not occurred)
 - o This includes hiring someone to receive and process civil rights complaints under the SMC
- Incorporate newly enacted criminal justice guideline throughout the budget
- Homeless Shelter utility cost/credit: Establish a program that provides a utility credit with a cap of up to \$250k for homeless shelters to cover their utility bill or establish program where non-profits can be eligible for free or reduced City utilities
- Housing for Homeless: 1590 & 1406 Funds?
- Sexual Assault Response and Advocacy Program: Provide additional funding to Lutheran Community Services to expand. Program is currently funded from Human Services-General Fund (OPR 2019-0934). Current funding is approximately \$60k and the request is to increase funding to \$120k (\$60k increase – GF)
- Provide funding to Spectrum to assist them in setting up an LGBTQ+ Community Center
- Provide funding to the Immigration Defense Fund to fund legal resources for undocumented families and individuals at risk for human trafficking for things such as DV, assistance with housing, etc.)
- YWCA Advocates: Current funding from GF (OPR 2020-0194) is approximately \$35k and the request is to increase to \$70k (\$35k increase – GF)
- Fire mitigation: Provide \$25k annually for contract to utilize livestock in fire mitigation
- Behavior Health Specialists: Currently the City has 4 MSWs funded by Trueblood settlement and 2 funded by WASPC. Ultimate goal is to have a specialist for every officer assigned to Downtown. Currently there are 15 officers assigned downtown with 5 more expected with the new Precinct. We have a proposal that would add 6 clinicians and one supervisor for a cost of ~ \$760k. This would be either a GF cost or could potentially be a cost to the Public Safety Levy Fund.
- No cuts/reductions to Law Enforcement
- Establish a neighborhood policing pilot program
- No reductions in service for Code Enforcement