

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING**  
**AGENDA FOR MONDAY, January 4, 2021**  
**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 January 4, 2021** – 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**

- [December 7, 2020 PSCHC Meeting](#)

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

1. [OPO Monthly Update – November 2020](#)
2. [Photo Red Update \(SPD\)](#)
3. [January Strategic Initiatives Report \(SPD\)](#)

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

1. [Supplemental Funds Grant for COVID-19 Impact \(Public Defender\)](#)
2. [Registered Sex Offender \(RSO\) Program 2020-2021 Contract \(SPD\)](#)
3. [Application for Washington Association of Sheriffs and Police Chiefs Sexual Assault Kit Initiative Grant Program \(SPD\)](#)
4. [Construction Contract for Centennial Trail Summit Blvd Project \(Public Works\)](#)
5. [Contract for Concrete Repair Services \(Public Works\)](#)
6. [Purchase of Miscellaneous Waterworks Products \(Public Works\)](#)
7. [Ductile Iron Service Saddles – Annual Value Blanket \(Public Works\)](#)
8. [Settlement Agreement for Personal Injuries \(Legal\)](#)
9. [Memorandum of Understanding with Spokane County Relating to Purchase of Robot for Use by the Emergency Disposal Unit \(SPD\)](#)
10. [Contract to Add CAD Mobile Licenses to SFD Cell Phones \(SFD\)](#)

**V. Strategic Plan Session – Safe & Healthy**

- Strategic Priority: Integrated 911/Dispatch
  - NONE
- Strategic Priority: Integrated Response
  - NONE
- Strategic Priority: Criminal Justice Reform
  - Sgt. Spiering K-9 Update (5 minutes)
- Strategic Priority: City-Wide Clean & Safe
  - NONE

**VI. Discussion Items**

**1. Staff Requests**

- Discussion of Extension of Interlocal Agreement with SREC for Back-Up Fire Dispatch Services – Chief Schaeffer (10 minutes)
- COVID-19 Vaccine Distribution Update – Chief Schaeffer (10 minutes)

**2. Council Requests**

- Bicycle Advisory Board Appointment Interviews – CP Beggs (10 minutes)
- SPD Behavioral Health Unit Update – CM Burke (15 minutes)
- [Discussion about Participation in National League of Cities – Cities and Health Systems: Community of Practice – Melissa Morrison \(5 minutes\)](#)

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

**VIII. Adjournment**

**Next Committee meeting will be held on February 1, 2021**

# **Public Safety & Community Health Committee**

## ***Meeting Minutes – December 7, 2020***

Call to Order: 1:18 PM

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### **Attendance:**

**PSCHC Members Present:** CP Beggs (chaired the meeting); CM Stratton; CM Wilkerson; CM Burke; and CM Mumm.

**Staff/Others Present:** Mike Ormsby, Chief Craig Meidl, Sargent Nathan Spiering, Jennifer Hammond, Michael McNab, Jacquelyn MacConnell, Eric Olsen, Dave Singley, Justin Lundgren, Chief Brian Schaeffer, Tonya Wallace, Paul Ingiosi, Nathan Groh, David Paine, Mary Muramatsu, Carly Cortright, Michelle Hughes, Alisha Shaw, Tara Alfano, Ariane Schmidt, Dan Sigler, Giacobbe Byrd, and Hannahlee Allers.

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**Approval of November 2, 2020 minutes:** Motion to approve by CM Stratton; M/S by CM Wilkerson. The committee approved the minutes from the November 2, 2020 PSCHC meeting unanimously.

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### **CONSENT AGENDA ITEMS**

#### **Monthly Reports:**

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

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

1. WASPC Traffic Safety Equipment Grant FY21-State & Community Hwy Safety (SPD)
2. Police Jumpsuits Value Blanket (SPD)
3. COVID-19 Department of Commerce ESG Award Amendment (CHHS)
4. Mobilization SBO (SFD)
5. Microsoft O365 Enterprise Agreement (IT)
6. Purchase of 10 Wheel Dump Truck Body (Fleet Services)
7. Purchase of 10 Wheel Dump Truck Chassis (Fleet Services)
8. Purchase of Hydrant Truck Chassis (Fleet Services)
9. 2021 Cisco SmartNet Renewal (IT)
10. Interlocal Agreement for Police Services at STA Plaza (SPD)
11. Approval of Construction Contracts for Arterial Curb Ramp (Public Works)

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### **STRATEGIC PLANNING SESSION**

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

NONE

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

#### **Mental Health Crisis Stabilization Center Update – Ariane Schmidt (10 minutes)**

Ariane Schmidt and Dan Sigler from Pioneer Human Services gave Council a progress report on the Mental Health Crisis Stabilization Facility. The facility is being constructed at the corner of Gardner and Cedar. This location is far enough from the jail to foster the atmosphere and reality that this is a real diversion opportunity. There will be diversion hold over beds in the facility. The facility is designed so that people don't have to travel to receive all necessary treatments – everything will be co-located at the site. Construction began this fall and is on schedule. Construction will continue through the winter. Their goal is to get at least one month of operation under their belt before June 2021. Ms. Schmidt presented photographs of the construction progress. All aspects of the building will meet behavioral health requirements. Mr. Sigler presented on the similarities and differences between this program and the diversion pilot in Snohomish. He presented data demonstrating the positive effects of Snohomish's pilot, and was optimistic that Spokane will see similar or better results. Mr. Sigler presented on the public and partnership engagement timeline and emphasized that a primary goal is to receive community and partner feedback early and often. CP Beggs asked what the projected opening date is. Mr. Sigler said ideally before June 2021, but did not provide a specific date.

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

#### **Sgt. Spiering Update (5 minutes)**

Sgt. Spiering gave Council an update on how K-9s were deployed last month. In the month of November, there were 94 deployments resulting in 34 captures and 1 contact. The year total is 9 contacts in over 1,000 deployments and over 300 captures. Sgt. Spiering highlighted one specific capture where the K-9 assisted in a capture while on a leash. CP Beggs thanked Sgt. Spiering for his analysis.

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

NONE

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## **DISCUSSION ITEMS**

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### **Staff Requests:**

#### **Discussion of Proposed Changes to SMC 10.39 (Special Events Permits) – Carly Cortright & Mary Muramatsu (10 minutes)**

Carly Cortright and Mary Muramatsu presented proposed changes to SMC 10.39. Ms. Cortright walked Council through the draft ordinance. Many of the changes were clarifications/code clean-up. Ms. Cortright mentioned that one of the bigger changes in the ordinance is re-aligning what "Issuing Authority" means – creating clarity around that definition and process. CP Beggs clarified that there will still just be one portal for the public. Ms. Cortright confirmed that there will be. CM Stratton asked what happens if a group gets a permit and don't clean up after themselves. Ms. Cortright confirmed that this new language would give the City the ability to re-coup costs. Ms. Cortright presented on the new tiered schedule for cost recovery. She said these numbers are based on the amount of staff time it takes to

work with the typical applicant for certain events. This new structure is planned to be phased in over the next couple of years. CM Mumm thanked Ms. Cortright and Ms. Muramatsu for all their hard work on this and lauded the phased approach.

#### **SAO Audit Exit Interview – Michelle Hughes (10 minutes)**

Alisha Shaw and Tara Alfano made a SAO Audit Exit Conference presentation to Council. Ms. Shaw noted that the presentation is a high-level summary and there are more detailed materials provided in the packet. Ms. Shaw emphasized why audits are important – primarily, they build trust in government, they are independent and transparent, and they improve efficiency and effectiveness of government. Ms. Alfano presented the results of the audit. There was an unmodified opinion issued for the Financial Audit. Ms. Alfano said there was an unmodified opinion issued for the Federal Grant Compliance Audit. For this audit, the team looked at the Community Development Block Grant program and the Continuum of Care program. CP Beggs asked if there will be a potential for these audits to be done virtually in the future. Ms. Shaw said they will be working remotely until the end of June, and yes beyond that they will make an effort to do things virtually. But there are still instances where an in-person touch is needed.

#### **Normandie Complex Proceeds SBO – Tonya Wallace (5 minutes)**

Tonya Wallace said that this is an SBO that puts the budget in place so that the funding can be transferred where they are intended to be spent in accordance with the strategic plan. CP Beggs said some CMs weren't familiar with the CPTED funding. Ms. Wallace said she can look into the history of that, but emphasized that this action just puts the budget in place – no money will be spent at this time. CM Mumm asked Ms. Wallace about using CPTED funding for arterial streets. Ms. Wallace said that her understanding was that would be for right-of-way repair, but offered that Council could strike that section if they wished. CP Beggs asked where the money would stay if it wasn't moved. Ms. Wallace said the money is currently in the Asset Management Fund.

#### **Discussion of SMC Incorporation of RCW 38.40.120 (Authorized Military Organizations) – Mary Muramatsu (5 minutes)**

Mary Muramatsu said that this is in response to a Council resolution that requested City Legal bring the municipal code into alignment with state law. CP Beggs thanked Ms. Muramatsu for her prompt work on this.

#### **Council Requests:**

##### **Fleet Discussion – CP Beggs (5 minutes)**

Tonya Wallace said that this presentation to Council will revolve around purchasing options for procuring four vehicles for the police fleet. Nathan Groh presented five options at a detailed level. He presented the lifecycle cost difference for these electric vehicle options. CM Wilkerson asked how many miles are in an average lifecycle. Mr. Groh said they used 25,000 per year and keeping the vehicles for 5 years. CP Beggs asked if Tesla's are projected to last longer. Mr. Groh said on the extreme end a Tesla can last over 300,000 annually without much maintenance needed. CP Beggs said if that's the case, it seems like that would need to be factored into his lifecycle analysis. CP Beggs said if a K8 lasts 5 years

and a Tesla lasts 10 years, shouldn't that cost of needing to buy a second K8 during the one Tesla's lifecycle be factored in? Mr. Groh said he could see how that could be something to consider. Mr. Groh said after hearing from other Police Departments about using EVs, they are all challenged with charging the vehicle in a timely manner between shifts in order to get it back on the road for the next shift. Mr. Groh said his recommendation is that, if the choice is to purchase 4 EV's or 4 hybrid gasoline-powered cars today, then he would recommend that the City purchase the 4 hybrid gasoline-powered cars. CM Stratton asked if we have covered parking for police vehicles. Chief Meidl said not really. There are a couple spots for admin. CP Beggs asked if we have parking in the STA basement. Chief Meidl said yes, 9 spots for downtown officers. Mr. Groh said that when using these vehicles for police use, he would recommend they be kept behind a locked gate. CM Wilkerson asked about charging infrastructure. Mr. Groh said there are only a few municipally owned charging stations. CP Beggs asked what Mr. Groh's familiarity with Avista's offer to partner with the City to install infrastructure. Mr. Groh said he didn't think Avista would be willing to install infrastructure that wouldn't also be able to be used by the public. Ms. Wallace said a key next step is to establish goals, performance measures, and implementation of a plan to move towards goals over the next 5 years. CM Stratton said that she is hearing that purchasing EVs now might be premature. Ms. Wallace said that yes, for 2020 we might not be ready, but in 2021 we might be able to implement electrification at some level. CM Mumm said that she's excited to be looking at this, and thinks if we could try one out we may get some good information. CM Mumm emphasized that we look at both lifecycle and safety going forward. CM Wilkerson said she supports us trying something new, but doesn't see how a trial would be useful if the car is only used administratively. David Paine said that the primary need for police is patrol vehicles – the EVs would not be able to serve this role. Mr. Paine said there is unfortunately not a vehicle on the market that's suited for a patrol car need. He said he's not sure SPD is the department to pilot electrification. CP Beggs said that we are just talking about 4 vehicles, and he would like to see a different approach – more about how we can make this work instead of how this won't work.

#### **OPOO/OPOC Training Waiver Resolution – CP Beggs (5 minutes)**

CP Beggs briefed Council on a resolution that would temporarily waive a ride-along requirement for OPOO/OPOC members for this year – due to COVID-19 restrictions. CP Beggs said that Chief Meidl supports waiving this requirement considering the circumstances this year.

#### **Downtown Precinct Update – CM Kinnear (5 minutes)**

Captain Dave Singly said that the downtown precinct is up and running, and that everything is going well. They anticipate adding a sergeant and four NROs at the beginning of next year. CP Beggs asked about foot patrols. Captain Singly said SPD continues to do those, dependent on time and staffing. He says once they have the additional staff at the beginning of the year, they will do daily bike/foot patrols (5 hours each day). CM Wilkerson asked about relationship building. Captain Singly said the NROs are engaging with people on a daily basis – particularly those experiencing homelessness.

#### **COVID-19 Update – CM Kinnear (10 minutes)**

Mike Ormsby reminded City Council Members and staff that there is a phone call each Monday and Thursday morning at 9:00 am, run by Mike Dawson of Fire, to provide an update on COVID-19 issues and

numbers. This call (which is open to Council Members and staff as well) runs about 20 minutes to a half an hour. Mr. Ormsby briefed Council on some of the Health District's concerns. He also briefed Council on the exposure and positive testing within City employees. Mr. Ormsby mentioned that hospital capacity is at a higher level than we would like. CM Mumm said that it would be important to communicate vaccine expectations, particularly for frontline employees. Mr. Ormsby said that that issue has come up in the administration and there are people working on getting that information.

**State Legislative Update:**

NONE

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**ADMINISTRATION REQUESTS:**

NONE

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**Action Items:** NONE

**Executive Session:** NONE

**Adjournment:** CP Beggs adjourned the meeting at 2:52 PM. The next PSCHC meeting will be held Monday, January 4, 2020.

**Attachments/Briefing Papers:** OPO Monthly Update – September 2020; Sit and Lie Arrests; Photo Red Update; December Strategic Initiatives Report; WASPC Traffic Safety Equipment Grant FY21-State & Community Hwy Safety; Police Jumpsuits Value Blanket; COVID-19 Department of Commerce ESG Award Amendment; Mobilization SBO; Microsoft O365 Enterprise Agreement; Purchase of 10 Wheel Dump Truck Body; Purchase of 10 Wheel Dump Truck Chassis; Purchase of Hydrant Truck Chassis; 2021 Cisco SmartNet Renewal; Interlocal Agreement for Police Services at STA Plaza; Approval of Construction Contracts for Arterial Curb Ramp; Proposed Changes to SMC 10.39 (Special Events Permits); Normandie Complex Proceeds SBO; SMC Incorporation of RCW 38.40.120 (Authorized Military Organizations); and OPOO/OPOC Training Waiver Resolution.

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**Respectfully submitted by:**

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

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**Committee Chair Approval**

**Lori Kinnear**

**Spokane City Council – District 2**



## Office of the Police Ombudsman

808 W. Spokane Falls Blvd.

Spokane, WA 99201

509.625.6742 / spdombudsman.org

December 10, 2020

### Public Safety & Community Health Committee Report

Reporting Period: November 1-30, 2020

Snapshot of Activities		Monthly	Year to Date
<b>Community Outreach</b>			
OPO	Total community events and meetings	2	53
OPOC	Community outreach / activities	1	29
<b>Contacts</b>		85	1158
<b>Commendations</b>		0	6
<b>Complaints</b>			
	Received complaints	2	48
	Referred complaints	2	99
<b>Case Review</b>			
	Request for further investigation	1	21
	Investigations certified / concurred	12	72
	Declined certifications	0	0
	Special cases reviewed	0	137
<b>Interviews</b>			
	OPO interviews	5	123
	Internal Affairs interviews	2	49
<b>Training</b>		2	79
<b>Critical Incidents</b>		0	3
<b>Mediations</b>			
	Recommended	0	1
	Conducted	0	1
	Declined	0	0
<b>Recommendations</b>		0	0
<b>Other Activities</b>			
SPD Related	Meetings / contacts	29	319
	Review boards / D-ARP's	0	15
	Closing meetings	0	0



1. **Outreach**
  - a) **OPO**
    - i. Leadership 2020 Event (11/5)
    - ii. OPOC Meeting (11/17)
  - b) **OPOC**
    - i. OPOC Meeting (11/17)
2. **Commendations / Complaints / Referrals**
  - a) **Complaints**
    - i. **OPO 20-53** – Harassment; Complainant alleges that SPD officers have continued to stalk and harass them. \*Reassigned to a referral in December\*
    - ii. **OPO 20-54** – Inadequate Response / Demeanor; Complainant alleges that Officers inadequately responded to their stolen vehicle being found, and hung up on them when they called to discuss it.
  - b) **Referrals**
    - i. **IR 20-98** – Had questions regarding self-defense key chains being considered weapons; SPD / IA
    - ii. **IR 20-99** – Concerned about why officers were not dispatched after calling 911 twice for a break in; SPD/IA
3. **Case Review**
  - i. **C20-073/OPO 20-47** – Investigation certified
  - ii. **C20-061/OPO 20-42** – Investigation certified
  - iii. **C20-058** – Investigation certified
  - iv. **C20-065** – Returned for further investigation / Investigation certified
  - v. **C20-063** – Investigation certified
  - vi. **C20-069/OPO 20-44** – Investigation certified
  - vii. **C20-064/OPO 20-41** – Investigation certified
  - viii. **C20-047/OPO 20-28** – Investigation certified
  - ix. **C20-077** – Investigation certified
  - x. **C20-074** – Investigation certified
  - xi. **C20-082** – Investigation certified
  - xii. **C20-079/OPO 20-52** – Investigation certified
4. **Special Cases Reviewed**
  - i. **0** Use of Force
  - ii. **0** K9
  - iii. **0** Collisions
  - iv. **0** Pursuits
5. **Activities**
  - a) OPO staff members participated/engaged in the following other activities:
    - i. PSCHC Meeting (11/2)
    - ii. Leadership Spokane Alumni Workday (11/4)
    - iii. Mayors Quarterly Meeting (11/4)
    - iv. Criminal Justice Reform Task Force Meeting (11/11)
    - v. Leadership Spokane Executive Board (11/10)

- vi. Mayor's Veteran's Day luncheon (11/11)
- vii. Leadership Spokane Alumni Board (11/11)
- viii. NACOLE Member Standards and Development Committee (11/18)
- ix. Leadership Spokane Board Meeting (11/18)
- x. Leadership Spokane Book Club – Lincoln on Leadership (11/19)
- xi. Leadership Spokane Gala Committee (11/20)
- xii. Quarterly Meeting with Chief Meidl (11/24)
- xiii. Training – Use of Force Summit Introductory Course (11/24)
- xiv. Training – Use of Force Summit equipment pre-test (11/24)

**b) SPD related**

- i. 23 meetings/contacts with IA
- ii. 6 meetings/contacts with SPD

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

- i. Commissioner Rose on (11/4, 11/12 x4, 11/13, 11/16, 11/17 x2, 11/19 x2, 11/25)
- ii. Commissioner Smith on (11/4, 11/17, 11/24)
- iii. Commissioner Wilburn on (11/4, 11/17)
- iv. OPOC Legal Counsel Mr. Bingaman on (11/17 X2)

**d) OPO met with/had contact with City Council:**

- i. Council President Beggs (11/4, 11/11 x2, 11/16 )
- ii. Council Member Burke (11/11, 11/12)
- iii. Council Member Cathcart (11/11, 11/12)
- iv. Council Staff Hannahlee Allers (11/16, 11/17)

**6. Next Steps**

- a. Budget for 2021
- b. OPO & OPOC 2020 Annual Report

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Police Department / Traffic Unit
<b>Subject:</b>	Photo Red / Speed
<b>Date:</b>	December 9th, 2020
<b>Contact (email &amp; phone):</b>	Jim Christensen 509-822-8151
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History: Report for Public Safety meeting January 4th, 2021.

Statistic for Photo Red for the time frame of **November 1st 2020, thru November 30th, 2020.**

There were 1345 violations on the photo red system from **November 1<sup>st</sup>, 2020** thru **November 30<sup>th</sup>, 2020**. During the same time frame in 2019 there were 1562 violations, which is a decrease of 217 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 November 1<sup>st</sup>, 2020, thru November 30<sup>th</sup>, 2020.

There were 2320 violations on the photo speed system from **November 1<sup>st</sup>, 2020** thru **November 30<sup>th</sup>, 2020**. During the same time frame in 2019 there were 1590 violations, which is an increase of 730 violations. The increase is due to only grade schools being back in session for some grades and all other schools are still out, so people are disregarding the school zones/signs. Also a lot of people are off work do to COVID 19 and don't normally drive these hours and there kids are at home so they don't think school is in session. This is what most of my phone calls and emails indicate.

Executive Summary: Photo RED

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

- Freya and Third was the highest with 272 violations.
- Browne and Sprague was the second highest with 228 violations.
- Division and Sprague was the third highest with 124 violations.
- Thor and Second was the fourth highest with 122 violations.

Executive Summary: Photo SPEED

November 1<sup>st</sup>, 2020, thru November 30<sup>th</sup>, 2020

- SB Nevada St @ Longfellow Elementary was the highest with 979 violations.
- SB Monroe St @ Willard Elementary was the second highest with 538 violations.
- SB N Ash St @ Ridgeview Elementary was the third highest with 418 violations.
- NB N Maple St @ Ridgeview Elementary was the fourth highest with 227 violations.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



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

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**Strategic Initiatives**  
**January 2021 Report**

**Public Safety and Community Health Committee Briefing**  
**January 4, 2021**

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





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Selected Excerpts of Officer Commendations

We want to recognize Spokane Police Department's **PACT team**, including **Corporal Shane Oien** and five other officers, for their exemplary service to our business. Suspects broke into our warehouse and stole several items from the landscaping department including a landscaping truck, trailer, mowers, trimmers, blowers and several other tools. The total value of the property taken was well over \$40K. We compiled all the information relating to the burglary along with GPS tracking records on the truck. We were able to track our stolen truck to several locations. We called Crime Check and reported the burglary. All the information was given to Corporal Oien and the PACT team. The officers followed up on every lead along with the GPS tracking records. They quickly recovered the stolen truck and trailer. Most of the tools and equipment were also recovered. Corporal Shane and the PACT team did not stop there. They continued to search for the suspect or suspects who committed the burglary and followed up on more leads. Corporal Shane and the PACT team located and arrested the suspect. The suspect was booked into the Spokane County jail for Burglary, 1<sup>st</sup> degree Theft, and Theft of a Motor Vehicle. We are incredibly grateful for the Spokane Police Department PACT team. Excellent service and outstanding police work.

I am writing to say thank you to **Officer [Dale] Wells**. He was open and transparent in his communication. He successfully dealt with the homeless issues near me. When problems occur, we can count on SPD and Officer Wells.

I want to make sure that **Officer Trevor Nollmeyer** knows how much I appreciated all of his help and for his kindness. He responded to my accident at Browne/Pacific. He was so nice, so friendly, and so professional. He gave me all of the necessary information and explained everything to me. I appreciate all of his kindness and wish him the best in his career.

#### **[Officers Austin Neale and Zachary Templin]**

I appreciate the response of officers who responded to the report of my elderly father who suffers from dementia, who was destroying property and potentially endangering family members. I want to express my extreme gratitude and respect for the way the officers handled the situation and interacted with my family. I was very impressed with their actions and professionalism. Their response really changed my impression of the Spokane Police Department in a positive way.

While I wasn't especially excited about receiving a citation, **Officer [Dean] Draper's** demeanor was relaxed, kind, and professional... it's a personality that is great to see in our public servants.





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Internal Affairs Unit Update

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

Commendations Received:    **Total: 391**

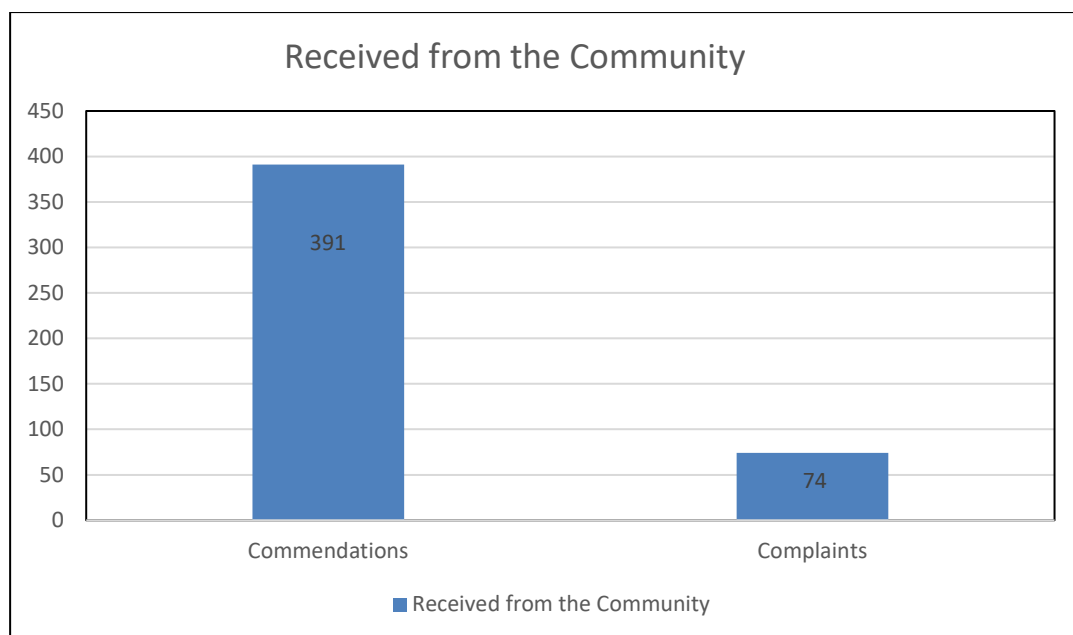
Complaints Received:        **Total: 83 (74 from community)**

**Closed Out as Inquiries: 11 (As of November 30, 2020)**

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

#### Source of Complaints—January 1 through November 30, 2020

Received by the Office of Police Ombudsman	<b>Total: 44</b>
Received by the Spokane Police Department	<b>Total: 39</b>
Internally Generated by the SPD	<b>Total: 9</b>
Generated by the Community	<b>Total: 74</b>





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Use of Force Update

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

From January 1-November 30, 2020, there were 60 non-deadly use of force incidents- 9 K9 contacts and 51 other (e.g., TASER, Level I lateral neck restraint).

##### 2020 Deadly Force Incidents (Officer-Involved Shootings)

From January 1-November 30, 2020, there were three deadly force incidents.

##### **Incident 2020-20136616 (Prosecutor Review)**

Incident 2020-20136616 took place on August 7, 2020 in the area of Courtland/Crestline. The criminal investigation is by the Spokane Independent Investigative Response (SIIR) team is complete and the case is with the Prosecutor.

##### **Incident 2020-20160038 (Under Investigation)**

Incident 2020-20160038 took place on September 11, 2020 in the 6300 block of East Broadway. The criminal investigation is being conducted by the Spokane Independent Investigative Response (SIIR).

##### **Incident 2020-20168741 (Under Investigation)**

Incident 2020-20168741 took place on September 24, 2020 in the 9000 block of Highway 2. The criminal investigation is being conducted by the Spokane Independent Investigative Response (SIIR).

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

These incidents took place in 2019 but are still pending the Deadly Force Review Board- delayed by COVID-19 protocols.

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

Incident 2019-20004372 occurred on January 7, 2019, in the 600 block of West Montgomery. The Spokane Investigative Regional Response Team's (SIRR) criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board.

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

Incident 2019-20124831 occurred on July 6, 2019, in the 1400 block of West 9<sup>th</sup>. The Spokane Investigative Regional Response Team (SIRR) criminal investigation is complete. The County Prosecutor ruled the use of







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

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.

#### **Items of Interest**

##### **Behavioral Health Unit Update**

Officers from the Spokane Police Department and Deputies from the Spokane County Sheriff's Office and Spokane Valley Police Department co-deploy with clinicians from Frontier Behavioral Health to assist people experiencing a "crisis" within our community. A "crisis contact" is described as a person who is experiencing increased emotion and decreased reasoning.

The Behavioral Health Unit (BHU) continued to successfully divert people in crisis from jails and hospitals in November. The unit had 151 crisis contacts and relieved patrol of 245 calls, a saving of 152 hours for patrol. 75% of the contacts had an outcome other than jail or hospitalization. 22.5% were emergently detained, 57.4% of contacts resulted in a referral, and 8.1% were diverted from an arrestable offense or the hospital. Only 0.48% were arrested and there was zero use of force beyond handcuffing.

BHU contacts are generally multi-layered and require substantial time and effort by officers and clinicians as noted in the following incidents:

Patrol officers responded to a bipolar male who was becoming very delusional, and threatening family members on a regular basis. He was starting to escalate in his threatening behavior and consumption of alcohol. He would routinely get heavily intoxicated and flee the house prior to police arriving. The BHU detained him early in the month due to his delusional state and increase in substance abuse. He fled the emergency room because there were no secured rooms available. He was detained again within 24 hours with similar concerns. During a 14-day commitment, he was very violent with others and threatened staff. During this time, he turned voluntary and left the facility.

The male continued to escalate in his behavior, stating he had bombs placed in California, Nevada, and New York. As a result, he was evaluated two more times. Each time he would present himself very well with baseline behavior and put on a "show", being very deceptive with evaluators. Throughout a weeks' time, the male would come and go from his residence heavily intoxicated, threatening his family and then leaving





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

immediately. This placed the community at great risk with him being on the roadways in such a condition. Also during this time, the male threatened to bomb a local business. During an investigation, it was determined probable cause to arrest existed. The male was arrested for Threats to Bomb person/property and booked into jail. At jail he was evaluated a third time. The BHU coordinated efforts between federal law enforcement agencies and local agencies to ensure the mental health experts had all the pertinent and historical information needed for the evaluation. Once released from jail, he was transported to a local hospital where he was detained for further evaluation.

BHU continues to work with all partners throughout the community and constantly looks at ways to improve response and service.

KHQ recently featured the success of the Behavioral Health Unit:

**Spokane Behavioral Health Units sees increase of crisis calls in November, helps divert people from jails and hospitals**

[https://www.khq.com/news/spokane-behavioral-health-units-sees-increase-of-crisis-calls-in-november-helps-divert-people-from/article\\_6c72c8e0-39b5-11eb-82a3-3b5699e1202f.html](https://www.khq.com/news/spokane-behavioral-health-units-sees-increase-of-crisis-calls-in-november-helps-divert-people-from/article_6c72c8e0-39b5-11eb-82a3-3b5699e1202f.html)

### Precinct Highlights

#### **South Precinct**

##### Crime Prevention Missions

South Precinct officers were happy to find out the results of one of their crime prevention missions from 2019. They learned that a community member who had been a prolific burglar was now on the right track. In 2019, due to his multiple burglaries on the South Hill, the South Precinct and patrol team had made apprehending him a special mission. During that time, the patrol team stopped by his house many times and checked in with his family. He was committing the burglaries to support his drug habit, and the family was having a very hard time. The patrol team found him and arrested him. In 2020, they encountered him and learned that he was sober and raising his daughter. He said the arrest was what got him cleaned up. He thanked patrol Officers Cole Stanley and Jordan Schott.

##### Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- Neighborhood Resource Officers are working on affidavits for abatement on five separate nuisance properties.
- NROs have fully abated these nuisance properties:
  - 3100 block of S. Mt Vernon St
  - 3500 block of E. Hartson Ave
  - 1800 block of E. 16th Avenue





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

- Patrol and NROs are working together on two other problem locations that have surfaced recently, one in East Central Neighborhood and one in the South Perry Neighborhood.

#### Community Engagement

- The Precinct worked with multiple businesses in the South Perry Neighborhood to sign on as foundational members of SPDs newly implemented Safe Place Program. The program accepts businesses who volunteer and commit to offering a safe place for victims of crime, notably hate crime, to report and wait for police response.
- Participated in the Salvation Army/JC Penney Clothe-A-Child Event: Officers helped disadvantaged youth shop for winter clothing.
- Attended Neighborhood Council Meetings by Zoom to stay connected with neighborhoods regarding concerns, crime trends, and important information that is neighborhood-specific.

#### **North Precinct**

#### Crime Prevention Missions

- Hill N Dale Park focus: The North Precinct staff members have received several complaints about people violating the park rules by being in the park after hours (city parks are closed from 10pm-6am) and camping in the park. Those actions are grounds to trespass an individual from the park. Then if they choose to violate the trespass notice, they can be arrested for trespassing. This is an active and ongoing issue due to the amount of complaints from the neighborhood. NROs note that they are constantly offering resource guides, suggesting shelter use, and offering transportation to a shelter via Jewels Helping Hands. Several people took the resource guides, but continued to camp in the park and on other private properties nearby. Only one individual accepted the offer for a ride. NROs provided a list of approximately 15 individuals who are frequently found violating park rules or trespassing on private property to the service providers associated with Community Court.
- Another focus area was on the 800 block of East Rosewood. The NRO worked closely with the PACT team, after developing information that there was suspicious behavior occurring at East Rosewood and extending into the Zips Mini Storage. The PACT team recovered an occupied stolen vehicle on Rosewood and a few weeks later gathered information that linked a construction site burglary with the storage unit. This burglary involved over \$15,000 worth of stolen property.

#### Collaboration with Neighborhood Residents Addressing Quality of Life Issues

North Precinct NROs are working with neighborhood residents on dozens of nuisance properties. In one location, the problem tenants moved out but caused all kinds of problems when they moved, dumping property and throwing rocks at the neighbors. The NRO arrested him for violating the anti-harassment order and issued him citations for nuisance and illegal dumping. The suspect kept coming back and harassing the





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

neighbors, so patrol developed probable cause to arrest him again. The NRO assisted with the criminal case.

Another location experienced issues with problematic transients. Chas Clinic/Christ Kitchen and neighbors nearby complained of transients sleeping at the Chas Clinic then going out into the neighborhood causing trouble such as trespassing, malicious mischief, leaving gates open, using power, etc. The NRO met with the managers of CHAS and Christ Kitchen. Both expressed concerns about transients who will not leave and transients who leave but come back the next night. The NRO conducted a quick CPTED and made a few suggestions. He trespassed two people who had both caused many problems in the area. Within a few weeks, three out of four of the suspects had been trespassed and arrested for violating the trespass order.

In another location, neighbors complained about drugs and nuisance issues caused by the adult son of the owner. The NRO worked with the owner in the Chronic Nuisance process. As a result, the owner removed the two problem tenants, but chose to leave two others in the house. The NRO felt it would be the end of the problems with the residence. If problems continue, he had the option of a formal eviction and citing the remaining tenants.

One residence generated prolific nuisance complaints. The NRO had both the owner and problem tenant sign the Abatement Agreement. The owner is in the process of evicting the tenant with drug use and nuisance as basis for eviction.

In another location, neighbors complained of squatters, nuisance issues, and drug trafficking. The NRO worked with the Department of Corrections to remove renter. He also worked with the owner and her attorney to clear the house and turn control over to the owner.

#### **Downtown Precinct**

The Precinct is adding four more Neighborhood Resource Officers and a sergeant next year. DTP is also planning on adding two additional Behavioral Health Unit officers next year.

#### **Crime Prevention Missions**

- The previous mission was at Sprague-3rd/Division-Browne with a focus on commercial burglaries and robbery. Officers used boot and bike patrols (weather permitting) for special enforcement. Officers have been making some great arrests and gathering useful intelligence. The enforcement is having a positive impact on our burglary numbers. We have seen a 100% reduction in residential burglary for the past month and a 67% drop in commercial burglary.
- The new mission is foot patrols at River Park Square. Officers will maintain a visual presence to keep shoppers safe and deter property crime. Patrols will include the parking garage to deter vehicle prowling.





# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Outreach Update

Outreach at the Evergreen Club:



Over the past two years, Officer Graig Butler has had the privilege of developing relationships with members and staff of the Evergreen Club. The Evergreen Club is a program within Frontier Behavioral Health that provides community to adult residents of Spokane living with mental health disorders. The Evergreen Club is a fully accredited, internationally recognized clubhouse that operates around a Day Support model to encourage those seeking resources such as employment, housing and daily living activities. Most importantly, it helps members develop meaningful relationships.

With members unable to gather in person to celebrate Thanksgiving this year, Officer Butler delivered Thanksgiving meals this week to members. It was great to reconnect with some folks and to make new connections. The Spokane Police Department greatly values its relationship with Frontier Behavioral Health and recognizes the importance of the collaborative effort our two agencies undertake daily, to make our community a safer and healthier place to live.

#### Coat Donations:

Spokane area Retired Educators Association donated about 50 new coats, hats, and gloves to the Spokane Police Department. These items will go to some families who have been adopted by SPD for Christmas and some to Patrol to give out where they see the need.







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL



#### Follow Up with YPI Graduates:



Many people do not know the efforts our SPD Community Outreach Unit makes every day with the youth of our Spokane community. They continually follow up with many youth that they have met through different programs with which they are involved. The Spokane Police Foundation provides resources in these times of COVID and restrictions, for the officers to meet one on one with youth, taking them to lunch or coffee. The officers continue to reach out, hoping to make a difference and hoping to continue to build bridges.

A few weeks ago Ofc. Butler got a chance to catch up over lunch with a former YPI student, Dayzon. Dayzon has was a recent transplant to Spokane when he and Ofc. Butler met in late 2018. He has since bounced back and forth between his hometown and Spokane. With the support of a local business owner, Dayzon is now making great strides to better himself. He has gotten his GED, is taking on leadership roles at a local gym and will be beginning at SCC this winter. Keep up the hard work, Dayzon!



# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

#### Clothe a Child

SPD partnered once again with the Salvation Army for the annual Clothe a Child event. The groups are smaller due to CV19 so the department had several shopping sessions with kids. Thank you to Spokane Police, Salvation Army, and JC Penney. This year more than ever this was a huge blessing to some of our kiddos here in Spokane.

Below, Assistant Chief Justin Lundgren, Lieutenant Steve Wohl and Officer John Yen with participants.



#### Adopt a Family Christmas program

The Community Outreach team is working with community members to select families and then adopt those families to SPD employees. This program is joint effort between Spokane Police Officers/teams/units/civilian employees and the Spokane Police Foundation. Officers reached out to school counselors, Partners with Families and Children, Lutheran Community Services Northwest and World Relief to locate families in need.



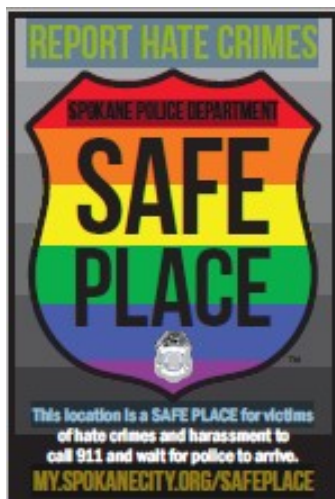


# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

CRAIG N. MEIDL

### Safe Place Program Update:



Safe Place is an agreement between businesses, the police department and the community to report crimes (especially hate crimes) and provide a place for victims to safely wait for police. Business owners request a decal to display near their front door to highlight their commitment to and participation in the initiative. Participating businesses agree to report crimes and are required to train employees, volunteers, and staff on the reporting of crime, especially hate crimes. Businesses agree to allow a victim/complainant to wait inside their location for police arrival.

SPD added 17 locations through Frontier Behavioral Health to the Safe Place Program. The South Precinct worked with multiple businesses in the South Perry Neighborhood to sign on as foundational members of SPD's newly implemented Safe Place Program.

### Other Notable Outreach:

- Adding 17 locations through Frontier Behavioral Health to the Safe Place Program.
- Shadle Wellness Coalition's monthly meeting.
- West Central Wellness Coalition's monthly meeting.
- Northeast Coalition's monthly meeting.
- Helping with Community Court at the East Central Community Center.
- Participating in an online training twice a week entitled "Connecting Youth & Communities with Law Enforcement" (CYCLE) trainings.
- Connecting families with community resources to aid with food insecurities and increase in family disputes – connecting with resources. Officers delivered food to two families in need on the Tuesday before Thanksgiving. Officer DeRuwe checks in on YPI graduates to see what their needs are.
- Helping with World Relief Food Distribution from 2nd Harvest. On two occasions, we helped World Relief with their weekly food distribution. The second occasion was the day before Thanksgiving. We helped distribute boxes of food to approximately 150 families. Many of these families are part of the Latinx community in Spokane.
- Attending a Spokane Montessori School class of seventh graders to discuss justice issues.
- Facilitating a lunch meeting with a juvenile probation student and his mother. Originally, the student, who was arrested at a protest this summer, was going to watch Tactical Team training. However, the training was canceled due to COVID-19.
- Ringing the bell for Salvation Army (Nov 19) at River Park Square.







# SPOKANE POLICE DIVISION

## CHIEF OF POLICE

### CRAIG N. MEIDL

- Visiting with a child with a sensory disorder. It was an opportunity to connect with a member of our community who has special needs and may need police services someday.

#### **Notable News**

KREM featured a story about SPD retrieving stolen Christmas trees. It became national news and was promoted by NBC and MSN. The owner wanted to donate 50 trees to first responders, and the officers delivered the trees to needy families.

#### **Spokane police catch real-life Grinch who stole 50 Christmas trees from hardware store**

<https://www.msn.com/en-us/news/crime/spokane-police-catch-real-life-grinch-who-stole-50-christmas-trees-from-hardware-store/ar-BB1bs1Ta>

<https://www.nbcnews.com/nightly-news/video/the-grinch-who-couldn-t-steal-christmas-97193541969>



# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Public Safety / Public Defender
<b>Subject:</b>	Supplemental Funds Grant based on Covid Impact
<b>Date:</b>	12-10-20
<b>Contact (email &amp; phone):</b>	Kathy Knox <a href="mailto:kknox@spokanecity.org">kknox@spokanecity.org</a> 835-5972; 995-1044
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Getting revenue from another source helps the City to be in compliance with statewide caseload standards. We cannot use these funds to supplant existing resources; our goal is to have two attorneys who work part-time until the funds are exhausted, and we would seek new funds from the same source.
<b>Strategic Initiative:</b>	Equitable Treatment of Individuals; respond to Covid Impact
<b>Deadline:</b>	1-4-21 Council Meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Improved per-attorney caseload numbers that are too high because cases weren't resolved during suspension of court operations
<b><u>Background/History:</u></b>  <p>The State Office of Public Defense has Supplemental Funds that continue through 2021 for defender operations that are impacted by the Covid pandemic. These funds will help provide coverage for attorneys who may be quarantined while ill or awaiting test results. The State has awarded the City of Spokane the maximum amount per grant of \$50,000. There may be additional funds the City can apply for during 2021.</p>	
<b><u>Executive Summary:</u></b> <p>\$50,000 will be used to hire two temp seasonal attorneys who would work part-time and would be assigned caseloads to relieve the stress on the system due to the Covid pandemic.</p>	
<b><u>Budget Impact:</u></b> <p>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.)</p>	
<b><u>Operations Impact:</u></b> <p>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:</p>	



# City of Spokane

## Minor Contract Summary

OPR # \_\_\_\_\_  
Cross Ref \_\_\_\_\_  
Destruct Date \_\_\_\_\_  
Clerk's Dist. \_\_\_\_\_  
CR # \_\_\_\_\_  
Date \_\_\_\_\_

**Incomplete submissions will be returned to the Department until all requirements are met.**

(Summary to be printed on blue paper)

Department Name \_\_\_\_\_ New Contract ☐  
Department Project # \_\_\_\_\_

### Contractor/Consultant

Name \_\_\_\_\_  
Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Remittance Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

### Summary of Services

Amount \_\_\_\_\_ Budget Code \_\_\_\_\_  
Amount \_\_\_\_\_ Budget Code \_\_\_\_\_  
Maximum Amount \_\_\_\_\_  
Beginning Date \_\_\_\_\_ Expiration Date \_\_\_\_\_ Open Ended ☐

- ☐ Vendor is already set up for ACH payments or the Accounts Payable Vendor ACH Enrollment Form has been submitted to Accounting. Do not attach ACH form to the contract documents.
- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.)
- ☐ Insurance Certificate (attach to the contract)
- ☐ City Business Registration (attach verification that a current business license number exists)
- ☐ If Public Works Contract, Contractor has been notified of State Law requirements
- ☐ Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- ☐ Lease (if the contract is a lease, the designated Accountant must sign below)

**Dept. Verification Statement: My signature below verifies that all documentation has been completed.**

Requestor/Verifier/Contact \_\_\_\_\_  
Funds are available in the appropriate budget account

Accountant _____	Date _____
Department Head _____	Date _____
Other _____	Date _____
Grants Mgmt _____	Date _____
Lease _____	Date _____

### Distribution List

Contractor E-mail(s) \_\_\_\_\_  
Dept. Contact E-mail(s) aduffey@spokanecity.org, tax&licenses@spokanecity.org,  
Additional E-mails \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:	0700-95561	General Fund-Public Defender	
	99999-33412	Other Judicial Grants	<u>\$ 50,000</u>
TO:	0700-95561	General Fund-Public Defender	
	15930-08490	Temp/Seasonal	<u>\$ 50,000</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 create Temp/Seasonal positions using a grant from the Washington State Office of Public Defense, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Registered Sex Offender (RSO) Program 2020-2021
<b>Date:</b>	01/04/2021
<b>Contact (email &amp; phone):</b>	Mike McNab– <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 509-835-4514
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	- Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.
<b>Background/History:</b> The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Operations- Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program.</li> <li>Grant provides funding for salaries and benefits in the amount of \$57,000.00 with an additional \$3,000 reserved for training and travel.</li> <li>Total grant awarded \$60,000</li> <li>Grant Period July 01, 2020 to June 30, 2021</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE  
POLICE DEPARTMENT IN CONJUNCTION WITH THE  
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY  
VERIFICATION PROGRAM FY20-21 GRANT**

<b>1. Grantee</b> City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		<b>2.Contract Amount</b>  <p style="text-align: center;"><b>\$ 60 , 000</b></p>		<b>3. Tax ID#</b> 91-6001280	
				<b>4. DUNS#</b> 115528189	
<b>5. Grantee Representative</b> Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org			<b>6. County's Representative</b> Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org		
<b>7. Grantor ID#</b>		<b>8. Original Grant ID#</b> RSO 20-21 Spokane		<b>9. Start Date</b> 07/01/20	
				<b>10. End Date</b> 06/30/21	
<b>11. Funding Authority:</b> Washington Association of Sheriffs and Police Chiefs					
<b>12. Federal Funds (as applicable)</b> N/A		<b>13. CFDA #</b> N/A		<b>14. Federal Agency:</b> N/A	
<b>15. Contractor Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder			<b>16. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
<b>17. Grant Purpose:</b> To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.					
<b>18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.</b>					
<b>FOR THE GRANTEE:</b>			<b>FOR COUNTY:</b>		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

## **SECTION NO. 1: SERVICES**

The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

## **SECTION NO. 2: COMPENSATION**

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: January 10, 2021 (for the preceding July 1-December 30 period), April 15, 2021 (for the preceding January 1-March 31 period), and July 15, 2021 (for the preceding April 1-June 30 period). The July to December's reimbursement **request must be received no later than January 10<sup>th</sup>** to be allowable under this AGREEMENT. **Failure to do so, may result in the County's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

Celia Peterson  
Senior Accountant and Budget Coordinator  
Spokane County Sheriff's Office  
1100 West Mallon Avenue  
Spokane, WA 99260-0300

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

## **SECTION NO. 3: TERM**

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

#### **SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment “A” will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

#### **SECTION NO. 5: VENUE STIPULATION**

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 6: COMPLIANCE WITH LAWS**

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));



- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

**Washington State Laws and Regulations:**

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**SECTION NO. 7: NON-DISCRIMINATION**

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this AGREEMENT.

**SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

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

**SECTION NO. 9: NEW CIVIL RIGHTS PROVISION**

The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender

identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

#### **SECTION NO. 10: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at [www.lep.gov](http://www.lep.gov).

#### **SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

#### **SECTION NO. 12: PAY EQUITY**

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

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

This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

### **SECTION NO. 13: TERMINATION FOR CAUSE/SUSPENSION**

In the event COUNTY determines that the CITY failed to comply with any term or condition of this AGREEMENT, COUNTY may terminate the AGREEMENT in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this AGREEMENT. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the CITY.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

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

### **SECTION NO. 14: TERMINATION FOR CONVENIENCE**

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

### **SECTION NO. 15: TERMINATION PROCEDURES**

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- C. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold

any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

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

#### **SECTION NO. 16: COUNTY REPRESENTATIVE**

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY's representative or her designee as identified on the FACE SHEET as the COUNTY's liaison for the purpose of administering this AGREEMENT. The CITY hereby appoints and COUNTY hereby accepts the CITY's representative or his/her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering this AGREEMENT.

#### **SECTION NO. 17: NOTICES**

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

#### **SECTION NO. 18: HEADINGS**

The Section headings 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 appertain.

#### **SECTION NO. 19: MODIFICATION**

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

#### **SECTION NO. 20: WAIVER**

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at

any time any of the provisions of this AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

#### **SECTION NO. 21: INDEMNIFICATION**

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

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

The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this AGREEMENT. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.

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

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

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

#### **SECTION NO. 22: ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all

of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

#### **SECTION NO. 23: SEVERABILITY**

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

#### **SECTION NO. 24: EXECUTION AND APPROVAL**

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

#### **SECTION NO. 25: COUNTERPARTS**

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

#### **SECTION NO. 26: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

#### **SECTION NO. 27: NO THIRD PARTY BENEFICIARIES**

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

#### **SECTION NO. 28: SURVIVAL**

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

## **SECTION NO. 29: INSURANCE**

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

## **SECTION NO. 30: AUDIT**

### **A. General Requirements**

CITY shall procure audit services based on the following guidelines.

The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

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

The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **B. Federal Funds Requirement – 2 CFR Part 200**

The CITY, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program income
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.

The CITY shall include the above audit requirements in any subcontracts.

In any case, the CITY's financial records must be available for review by the COUNTY and the Washington State Department of Commerce.

#### C. Documentation Requirements

The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 2 COMPENSATION.

In addition to sending a copy of the audit, when applicable, the CITY must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
- Copy of the Management Letter.

#### **SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- 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 AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- D. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.

Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.

The CITY agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.



The CITY further agrees by signing this AGREEMENT that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

#### **SECTION NO. 32: SUBCONTRACTORS**

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY’s representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

#### **SECTION NO. 33: ASSIGNMENT**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

#### **SECTION NO. 34: ATTORNEYS' FEES**

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

#### **SECTION NO. 35: RECORDS MAINTENANCE**

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives

at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

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 finally resolved.

### **SECTION NO. 36: LOSS OF FUNDING**

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

### **SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
- B. All material produced by the CITY that is designated as "confidential" by COUNTY; and
- C. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY 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 CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

Unauthorized Use or Disclosure. The CITY shall notify COUNTY 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.

### **SECTION NO. 38: COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY 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 CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

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

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY 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 CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

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

### **SECTION NO. 39: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

### **SECTION NO. 40: REPORTING**

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

**LT. Khris Thompson**  
**Program Manager**  
**Spokane County Sheriff's Office**  
**1100 West Mallon Avenue**  
**Spokane, WA 99260-0300**  
**KIThompson@spokanesherriff.org**

**SECTION NO. 41: POLITICAL ACTIVITIES**

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

**SECTION NO. 42: PUBLICITY**

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

**SECTION NO. 43: TAXES**

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

**SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION**

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

## **ATTACHMENT “A” SCOPE OF WORK**

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2020 and terminates on June 30, 2021.
2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender’s address at the place of residency:
  - a. For level I offenders, once every twelve (12) months;
  - b. For level II offenders, once every six (6) months; and
  - c. For level III offenders, once every three (3) months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The CITY is responsible to notify the COUNTY’s Representative of any change in personnel. Non-reporting of change in personnel may impact CITY’s request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff’s Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” to send staff to other training events.

9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Khris Thompson via email at [KITHompson@spokanesherriff.org](mailto:KITHompson@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

**ATTACHMENT “B”  
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	\$0.00
Contracted Services	\$0.00
Goods & Services	\$0.00
Administrative Costs	\$0.00
Travel/Training	\$3,000
<b>Total Program</b>	<b>\$60,000</b>

Transfer of funds between line item budget categories must be approved by COUNTY’s representative.

Approved expenditures for the performance of Services as set forth in Attachment “A” (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff’s Office Program Manager Lt. Khris Thompson via email at [KThompson@spokanesherriff.org](mailto:KThompson@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



## Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY20-21

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

**INSTRUCTIONS TO CLAIMANT:** Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

*Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.*

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED



## Briefing Paper

### (Public Safety & Community Healthy Committee)

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Approval to apply for Washington Association of Sheriffs and Police Chiefs Sexual Assault Kit Initiative Grant Program
<b>Date:</b>	January 4 <sup>th</sup> , 2021
<b>Contact (email &amp; phone):</b>	Mike McNab <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 835-4514
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Total grant application \$26,742. The funding period is July 1, 2020-June 30 <sup>th</sup> , 2021. This funding will allow for SPD to promote a sergeant out-of-grade through June 30 <sup>th</sup> , 2021 to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The funding provides up to 100 hours of overtime for a sergeant and detective each to dedicate additional work to these cases.
<p><u>Background/History:</u> SPD has submitted 711 previously un-submitted sexual assault kits for testing. To date, SPD has received over 90 CODIS hits from tested kits but has been unable to divert resources from active cases to investigate the older cases. This grant funding will allow SPD to temporarily devote resources to sort through and investigate the cases with returned CODIS hits and ultimately seek a just resolution for the victims.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Grant period July 01, 2020 to June 30, 2020</li> <li>Total grant request \$26,742</li> <li>Grant is for six months –Funding ends June 30<sup>th</sup>, 2021</li> <li>SPD will use the grant funds to devote resources to investigate unsolved sexual assault cases where new information has been obtained through the testing of previously un-submitted sexual assault kits.</li> </ul>	
<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: Proposed SBO</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers: None</p>	

## Briefing Paper

### Public Safety & Health

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Centennial Trail Summit Blvd
<b>Date:</b>	1-4-21
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract

Background/History:

- The Centennial Trail has various gaps through the city where the trail consists of nothing more than signs alongside the street. As funding is acquired, these gaps are filled with a dedicated paved trail, separated from the adjacent street where possible. The proposed project fills one such gap. See attached exhibit for precise location.
- The need to address the gap is the subject of this briefing paper was first formally identified in the 2009 Master Bike Plan and added to the 6 year street plan in 2018.
- Due to opposition to this project on the part of number of area residents, this project has gone through the following additional non-standard processes:
  - a second NEPA review which was conducted and ultimately approved by both WSDOT and FHWA,
  - a formal review by the City's Design Review Board (even though such review was not required by City code) – the recommendations of DRB were incorporated into the project, and
  - an appeal of the project by a number of area residents to the City's hearing examiner, an appeal that was denied by the hearing examiner on all counts.
- This project was briefed in detail at PIES by Kyle Twohig on 1-27-20 and again on 6-22-20.

Executive Summary:

- The City has now completed all required and extra steps and addressed all required processes and appeals and this project is therefore now advertising for bids.
- Construction is planned for 2021.
- The project is mostly federal grant funded.

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:





Centennial Trail Summit Blvd.

Spokane  
Falls Comm  
College

Mitchell Dr

W Fort George Wright Dr

Existing Centennial  
Trail (green)

A M Cannon  
Park

Summit

Mission

West Point

Pettet

Centennial Trail  
Gap/Proposed  
project (red)

Boone

W Sinto Ave

W Sharp Ave

W Boone Ave

W Gardner Ave

W Dean Ave

W Mallon Ave

W Broadwa

W College Ave

W Bridge Ave

Riverside  
Memorial Park

N A St  
N Lindeke St  
N Cochran St  
N Summit Blvd

N Belt St

N Cannon St

Im St

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water/4310 Wastewater Maintenance/1100 Street Departments
<b>Subject:</b>	Concrete Repair Services – On-Call Public Works Maintenance
<b>Date:</b>	1/4/2021
<b>Author (email &amp; phone):</b>	Clint Harris, <a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> , x7744
<b>City Council Sponsor:</b>	President Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these services has been budgeted in the Water, Wastewater Maintenance, and Street department budgets, respectively. Charges will be paid according to actual costs incurred.
<b>Strategic Initiative:</b>	Sustainable Resources, Innovative Infrastructure
<b>Deadline:</b>	Contract needed as soon as possible to facilitate services in 2021 as soon as weather permits.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This contract supports the timely processing of services required by City Water, Wastewater, and Street projects on an as-needed basis while also maximizing cost savings. Down time can have a direct impact to citizens in the safe condition of City sidewalks and driveways.
<p><u>Background/History:</u> Public Works Invitation for Bids #5359-20 for on-call repair of concrete curbs, sidewalks, driveways, and ADA curb ramps damaged by utility work was issued November 16, 2020. Three bid responses were opened on December 7, 2020. Wm. Winkler Company is recommended for business award as the lowest responsive, responsible bidder.</p> <p><i>This contract will be valid for an initial three-year term with a single one-year renewal option upon mutual agreement.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Contract for as-needed concrete repairs with Wm. Winkler Company (Newman Lake, WA)</li> <li>Annual expenditure not to exceed \$325,000.00 including tax</li> <li>Initial three-year term with one annual renewal option at mutual agreement</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	





# Expenditure Control Form

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

**Today's Date:** 11/11/2020    **Type of expenditure:**    Goods ☐    Services ☒

**Department:** Street/Water/Wastewater Maintenance

**Approving Supervisor:** Clint Harris/Loren Searl/Mike Lowdon

**Amount of Proposed Expenditure:** \$325,000.00 Max Annually

**Funding Source:** Department Budgets

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

**Why is this expenditure necessary now?**

The existing contract for these services expires 12/31/2020 and the Contractor has declined to renew for 2021. A new contract for these services will be needed in 2021.

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

Delayed implementation of a new contract may impact prompt service in 2021, which may result in unsafe sidewalks, improper stormwater drainage, and/or inaccessible curb ramps for the citizens of Spokane. Prompt implementation allows the Contractor to begin work as soon as weather permits.

**What alternative resources have been considered?**

Steps are being taken to source this work internally, but the position must be finalized within Civil Service and HR processes before personnel can be hired. Once personnel join the City, time will be needed for training before a crew will be able to handle all repairs. A new contract will facilitate a Contractor to supplement internal services.

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

As-needed concrete repair services for sidewalks, curbs, etc. damaged by utility repairs over a three (3) year period. The contract places the winning Contractor 'on-call' for repair services within 30 days upon City request. Each department pays for their own services.

**Person Submitting Form/Contact:** Samantha Johnson

**FINANCE SIGNATURE:**

*Tonya Wallace*

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

Scott Simmons (Nov 24, 2020 14:24 PST)









# Expenditure Control Form - Utility Concrete Repair Services

Final Audit Report

2020-11-24

Created:	2020-11-11
By:	Samantha Johnson (sjohnson@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjoLTpF6mks-a4uH5Ujv-jFRmt8uN4ynK

## "Expenditure Control Form - Utility Concrete Repair Services" History

-  Document created by Samantha Johnson (sjohnson@spokanecity.org)  
2020-11-11 - 7:02:51 PM GMT- IP address: 67.165.124.149
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2020-11-11 - 7:04:05 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2020-11-24 - 9:48:44 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2020-11-24 - 9:49:01 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature  
2020-11-24 - 9:49:03 PM GMT
-  Email viewed by Scott Simmons (smsimmons@spokanecity.org)  
2020-11-24 - 10:22:32 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Scott Simmons (smsimmons@spokanecity.org)  
Signature Date: 2020-11-24 - 10:24:43 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2020-11-24 - 10:24:43 PM GMT

## Briefing Paper

### Public Infrastructure, Environment, & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Purchase of Miscellaneous Waterworks Products
<b>Date:</b>	1/4/2021
<b>Author (email &amp; phone):</b>	Steve Burns, <a href="mailto:sburns@spokanecity.org">sburns@spokanecity.org</a> , ext. 7840
<b>City Council Sponsor:</b>	President Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2021 construction/repair season.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support 2021's construction/repair projects for water service throughout the City of Spokane.
<p><b>Background/History:</b> On Monday, December 14, 2020, sealed bids were opened for Miscellaneous Waterworks Products in support of the 2021 service season. Four bids were received, itemizing costs across twelve item categories. Award of this business is recommended across all four bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low responsive, responsible bidder in each category.</p> <p>Total Business Awarded: \$343,370.11 including tax</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>Award of items competed on Bid #5363-20 Miscellaneous Waterworks Products is recommended as follows:</i> <ul style="list-style-type: none"> <li>○ <i>Consolidated Supply (Spokane Valley, WA) - \$61,234.37 including tax</i> <ul style="list-style-type: none"> <li>▪ <i>Item 3: Restrained Glands</i></li> <li>▪ <i>Item 4: Tapping Sleeves</i></li> </ul> </li> <li>○ <i>Core &amp; Main (Spokane Valley, WA) - \$140,954.60 including tax</i> <ul style="list-style-type: none"> <li>○ <i>Item 2: Repair Clamps</i></li> <li>○ <i>Item 6: Copper Pipe</i></li> <li>○ <i>Item 7: HDPE Pipe</i></li> <li>○ <i>Item 9: Gaskets</i></li> </ul> </li> <li>○ <i>Ferguson Waterworks (Spokane Valley, WA) - \$2,408.65 including tax</i> <ul style="list-style-type: none"> <li>○ <i>Item 1: Couplings</i></li> </ul> </li> <li>○ <i>HD Fowler Company (Spokane Valley, WA) - \$138,772.49 including tax</i> <ul style="list-style-type: none"> <li>○ <i>Item 5: Ductile Iron Fittings</i></li> <li>○ <i>Item 8: Ductile Iron Pipe</i></li> </ul> </li> </ul> </li> </ul>	



- *Item 10: All Thread & Eye Bolts*
- *Item 11: Air Valves*
- *Item 12: Hydrant Parts*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: None

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None

Known challenges/barriers: None

# Expenditure Control Form



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

**Today's Date:** 12/14/20

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

**Department:** Water

**Approving Supervisor:** Loren Searl

**Amount of Proposed Expenditure:** \$350,000

**Funding Source:** Water Department Budget

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

**Why is this expenditure necessary now?**

To facilitate stock acquisition for the coming year.

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

Lack of materials for maintenance and project needs in the coming year.

**What alternative resources have been considered?**

None.

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

Various waterworks products including couplings, repair clamps, ductile iron fittings, tapping sleeves, restraint glands, gaskets, air valves and ductile iron pipe.

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

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*Scott Simmons*

E2AAB6F5A12B489...

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Ductile Iron Service Saddles – Annual Value Blanket
<b>Date:</b>	1/4/2021
<b>Author (email &amp; phone):</b>	Steve Burns, <a href="mailto:sburns@spokanecity.org">sburns@spokanecity.org</a> , 625-7840
<b>City Council Sponsor:</b>	President Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2021 construction/repair season.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order facilitates efficient and competitive procurement of these products on an as-needed basis in support of 2021's construction/repair projects for water service throughout the City of Spokane.
<p><u>Background/History:</u> Request for Quotes (RFQ) #5366-20 Ductile Iron Service Saddles - Annual Value Blanket was issued on the City's electronic bidding portal on December 3, 2020. Multiple quotes have already been received; award shall be recommended to the lowest responsive, responsible bidder when the project closes to submissions on December 17. The resulting value blanket shall be awarded for one year with annual renewal options at mutual agreement not to exceed a total term of five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Award to the lowest responsive, responsible bidder in accordance with RFQ #5366-20</li> <li>Annual expenditure not to exceed \$75,000.00 including sales tax</li> <li>Annual value blanket order with renewal options not to exceed a total term of five years</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

# Expenditure Control Form



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

**Today's Date:** 12/3/20

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

**Department:** Water

**Approving Supervisor:** Loren Searl

**Amount of Proposed Expenditure:** \$75,000

**Funding Source:** Water Department Budget

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

**Why is this expenditure necessary now?**

Creation of a value blanket to facilitate supply for the coming year.

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

Lack of tapping saddles for maintenance, project & permit requirements.

**What alternative resources have been considered?**

None.

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

4"-12" x 1" Service Tapping Saddles  
4"-30" x 2" Service Tapping Saddles

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

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Legal
<b>Subject:</b>	Resolution approving Settlement Agreement of Jessica Warren
<b>Date:</b>	January 4, 2021
<b>Author (email &amp; phone):</b>	Michael Ormsby, <a href="mailto:mormsby@spokanecity.org">mormsby@spokanecity.org</a> , 6287
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Michael Ormsby
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Continued Operations
<b>Deadline:</b>	January 11, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Complete settlement of this case as achieved in mediation.
<b><u>Executive Summary:</u></b>	
Resolution approving Settlement Agreement regarding Jessica Warren	
<b><u>Budget Impact:</u></b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

RESOLUTION RE SETTLEMENT  
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Jessica Warren ("Claimant") on July 20, 2020, arising out of an incident on or about September 17, 2019, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of TWO HUNDRED THOUSAND DOLLARDS AND NO/100 (\$200,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00), TO BE PAID TO Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages, or other relief.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Agreement for EDU robot purchase
<b>Date:</b>	01/04/2021
<b>Contact (email &amp; phone):</b>	Mike McNab– <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 509-835-4514
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	- Agreement with the Spokane County Sheriff's Office for SPD to commit \$100,000 towards the procurement of a new bomb squad robot as part of the regional Explosive Disposal Unit.
<p><u>Background/History:</u></p> <p><b>Explosive Disposal Unit Overview:</b></p> <p>The Explosive Disposal Unit (EDU), commonly referred to as the Bomb Squad, is a regional unit comprised of officers from the Spokane Police Department and Spokane County Sheriff's Office. The unit currently has a lieutenant, sergeant, two detectives, and four officers from SPD and an under-sheriff, two sergeants, a detective, and a patrol deputy from SCSO.</p> <p>The mission of EDU is to respond to explosive related incidents and safely dispose of explosives, gather evidence, and assist in investigations related to explosives within our designated response area which is comprised of 20 counties across Eastern Washington and North Idaho. EDU assists tactical units within our designated response area with explosive breaching and technology support. EDU also conducts protective sweeps for special events and dignitary visits.</p> <p>EDU responds to an average of 90-100 calls per year. A typical disposal type call requires a unit supervisor and at least two technicians to respond. EDU will utilize various technology (robot, x-rays, etc) to determine the nature of the device or suspicious item and then safely dispose of the item.</p> <p><b>Robot Use:</b></p> <p>EDU uses various technology to assist in our mission. Our robots are utilized in several different capacities.</p> <p><i>Render safe procedures (RSP):</i> When EDU is on the scene of a suspicious package or device we employ the robots to go down range to determine the type of device we may be dealing with. The robot can be outfitted with an x-ray system, various tools, and/or video to examine a device and aid in our planning for the safest way to dispose of the device. After a disposal plan is implemented EDU can utilize the robot to safely disrupt or counter charge the device. Using the robot for these tasks is invaluable because it allows us to conduct our operations without having to put a technician next to</p>	

the device and thus greatly reduces the risk of serious injury and/or death to a member of our team if the device detonates.

*Tactical operations:* EDU can utilize our robots in multitude of ways in our assistance of tactical units during their operations. Because a robot can be operated remotely can aid in de-escalation as a means of communication between hostage negotiators and a subject lowering the need to have an officer being face to face with the subject. The robot can be used remotely to look into windows, open doors, and search areas or rooms without having to put an officer directly in danger. Robots can also be utilized to deploy breaching charges to open doors when attempts to negotiate with a subject have not been able to gain compliance. Using robots to perform the above listed tasks reduces use of force incidents and lowers the risk of injury to our officers and citizens.

*Outreach:* EDU has had the opportunity to use our robots in various outreach events. They have ranged from show and tell type events at area elementary schools to engaging older students participating in STEM events.

**Need For Replacement:**

Prior to this request EDU utilized two larger “Andros” robots. The two robots were purchased in 2003 and 2009. Over the past several years EDU has experienced numerous mechanical issues (ie. Drive train issues, camera outages, and electronic malfunctions) with the robots causing them to out of service for various periods of time depending on the specific issue. The company that produced the Andros robots, Remotec, is now pushing updated robot models and has become unresponsive for repair requests and often experiences back orders for repair parts.

EDU has often been able to repair minor mechanical issues “in house” but our capacity to do this is decreasing due to a lack of available spare parts and that issues are becoming more significant. Recently one of our robots had a significant mechanical issue requiring a part that we did not possess. Remotec was backordered for six months for the part. EDU was able to get the part from Portland PD which prevented us from being down a robot for that six months.

Another reason why this new robot is needed is due to the availability of newer and better technology. This new robot has a smaller foot print and better drive train which increases the areas we are able to access, has greater range allowing for more distance between our officers and a suspicious device, greater tool usage which decreases our time during RSP, and a better camera system that can give more accurate information.

**Executive Summary:**

- Funding was shared among the regional partners and comprised as follows:
  - \$200,000 in approved grant funds through the Dept. of Emergency Management/Homeland Security
  - \$107,000 committed from Spokane County
  - \$30,000 from Spokane County Sheriff’s Office seizure funds
  - \$100,000 from the Spokane Police Department capital funds

**Budget Impact:**

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

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

If new, specify funding source: Federal Funding – Department of Justice

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

**Operations Impact:**

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



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

Specify changes required:

Known challenges/barriers:



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SPOKANE COUNTY SHERIFF'S OFFICE AND  
THE CITY OF SPOKANE POLICE DEPARTMENT  
RE: REGIONAL BOMB SQUAD ROBOT**

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

**RECITALS**

WHEREAS, the City and County entered into a Joint Use Interlocal Agreement Regarding the Sharing of Sheriff and Police Law Enforcement services, OPR 2020-0063;

WHEREAS, the City of Spokane Police Department is a part of a Regional Bomb Squad; and

WHEREAS, City agreed to reimburse the County \$100,000 towards the purchase of a new Explosives Disposal Unit (EDU) Robot.

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to reimburse the County a portion of the total cost for a new EDU robot, which will be a regional asset.
2. **COST.** The City shall pay the County \$100,000 towards the total cost of \$433,460 for the new EDU robot.
3. **PAYMENT.** City shall submit payment to the Spokane County Sheriff's Office.
4. **LIABILITY.** Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this memorandum of understanding.
5. **INSURANCE.** Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

SPOKANE COUNTY

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

CITY OF SPOKANE

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

# Briefing Paper

## Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire/Dispatch
<b>Subject:</b>	OPR2014-0212  Add CAD Mobile Licenses to SFD Cell Phones.
<b>Date:</b>	12/21/2020
<b>Contact (email &amp; phone):</b>	Ken Lamoreaux (X7156), <a href="mailto:klamoreaux@spokanecity.org">klamoreaux@spokanecity.org</a> Kim Bustos (X7155), <a href="mailto:kbustos@spokanecity.org">kbustos@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	12/31/20
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval by 12/31/20
<b><u>Background/History:</u></b>  Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. This new service will add the CAD system to SFD Phones.  Contract period is for November 30th, 2020 through April 30, 2021. Initial cost will be approximately \$34,526.68 (excluding tax).  The initial setup costs will be paid with City IT budget and any renewal costs will be paid using SFD budget going forward.	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## Briefing Paper

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	National League of Cities – Cities and Health Systems: Community of Practice
<b>Date:</b>	December 21, 2020
<b>Author (email &amp; phone):</b>	Melissa Morrison (mmorrison@spokanecity.org) 625-6711
<b>City Council Sponsor:</b>	Betsy Wilkerson
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan: SH 4 Diversity and Equity SH 5 Public Benefits Use
<b>Strategic Initiative:</b>	Safe and Healthy.
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Participate in peer learning community with cities around the United States. Advance stronger partnerships with health system stakeholders in addressing inequities in health outcomes within Spokane.
<b>Budget Impact:</b> Approved in current year budget? <input 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.) N/A	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	

# Cities + Health Systems Community of Practice:

## PROGRAM OVERVIEW

### ACTIVITIES

- Group work sessions on analytic tools
- Individual and/or Small Group consultations on specific challenges/opportunities
- Peer to Peer Learning opportunities
- Capture lessons learned and monitor participant progress.

### CROSS-CITY MEETINGS

**SESSION #1:** Historical Antecedents and Emerging Opportunities for Municipalities in the Context of Healthcare Transformation, Covid-19, and Black Lives Matter

**SESSION #2:** Analytic Tools to Support our Work: A Deep Dive into Analytic Opportunities in an Era of Increasing Transparency

**SESSION #3:** What is Emerging? Current Initiatives to Address the Social Determinants of Health

**SESSION #4:** Profiles in Courage: Exemplars of Health Care Leadership and Municipal Engagement

**SESSION #5:** Digging into the Details and Illuminating the Opportunities: The Intersection of Health and Development

**SESSION #6:** Fostering Institutional Reform within a Theory of Change Model

### PROGRAM TIMELINE

JAN	FEB	MAR	APR	MAY	JUN	JUL
Session #1 and Orientation	Session #2	Small Group Sessions	Small Group Sessions	Sessions #3 and #4	Session #5	Session #6

# Cities + Health Systems Community of Practice:

## MEMBER SUMMARY

### Baton Rouge, LA

- **Population:** 250,000-500,000
- **Geography:** Urban
- **Area Median Income:** \$40,948
- **Race and Ethnic Diversity:** 38.7 White, 55% Black, .2% American Indian 3.2% Asian

### Bloomington, IL

- **Population:** 50,000-100,000
- **Geography:** Suburban
- **Area Median Income:** \$98,400 per family of 4
- **Race and Ethnic Diversity:** 77.5% White; 10.1% African American; 0.3% American Indian and Alaskan Native; 0.0% Hawaiian; 2.2% Other race; 5.6% Latinx

### Charlotte, NC

- **Population:** 500,000+
- **Geography:** Urban
- **Area Median Income:** \$83,000
- **Race and Ethnic Diversity:** 43% White, 35% Black, 15% Hispanic

### Dallas, TX

- **Population:** 500,000+
- **Geography:** Urban
- **Area Median Income:** >\$35,000 per household
- **Race and Ethnic Diversity:** 92% African American, 7% Hispanic, 1% White/other

### Grand Rapids, MI

- **Population:** 100,000-250,000
- **Geography:** Urban
- **Area Median Income:** \$47,173
- **Race and Ethnic Diversity:** White 57.8%; Black/African American 17.6%; American Indian or Alaska Native 0.1%; Asian 2.2%; Two or more races 4.0%; Hispanic or Latino 18.2%

### Huntington, WV

- **Population:** >50,000<sup>1</sup>
- **Geography:** Rural

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<sup>1</sup> <https://www.census.gov/quickfacts/huntingtoncitywestvirginia>

# Cities + Health Systems Community of Practice:

## MEMBER SUMMARY

- **Area Median Income:** \$59,100
- **Race and Ethnic Diversity:** 10.6% Black, 1.6% Latino, 1.6% Asian, 84.7% White, 1.5% Other Races

### Lawrence, MA

- **Population:** 50,000 - 100,000
- **Geography:** Urban
- **Area Median Income:** \$39,627
- **Race and Ethnic Diversity:** 79.1% Latinx (11.2% MA). Asian (non Hispanic) 2.3%, Black/African-American (non-Hispanic) 2.5%, Hispanic 79.1%, Some other race (non-Hispanic) .3%, White (non-Hispanic) 15.5%

### Pittsburgh, PA

- **Population:** 250,001-500,000
- **Geography:** Urban
- **Area Median Income:** \$47,417
- **Race and Ethnic Diversity:** White (Non-Hispanic) - 64.9%, Black or African American (Non-Hispanic) - 22.8%, Asian(Non-Hispanic) - 5.56%, Two+ (Non-Hispanic) - 2.78%, and White (Hispanic) - 2.34%.

### Roanoke, VA

- **Population:** 50,000 – 100,000<sup>2</sup>
- **Geography:** Urban
- **Area Median Income:** \$43,028
- **Race and Ethnic Diversity:** 62.5% White, 28.7% Black, 6.1% Hispanic

### Spokane, WA

- **Population:** 100,000 – 250,000
- **Geography:** Urban
- **Area Median Income:** \$47,822
- **Race and Ethnic Diversity:** White: 85%, Black: 2.2%, American Indian or Alaskan Native: 1.9%, Asian: 2.6%, Native Hawaiian and other Pacific Islander: .8%, Hispanic/Latinx: 6.5%, Two or more races: 5.9%

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<sup>2</sup> [https://www.ers.usda.gov/webdocs/DataFiles/53180/25601\\_VA.pdf?v=0](https://www.ers.usda.gov/webdocs/DataFiles/53180/25601_VA.pdf?v=0)