

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING  
AGENDA FOR MONDAY, AUGUST 2, 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 August 2, 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 #146 213 7305; meeting password 0320.

**AGENDA**

- I. Call to Order at 1:15 p.m.**
- II. Approval of Minutes**
  - [July 12, 2021 PSCHC Meeting](#)
- III. Reports/Updates – Briefing Papers Only, No Discussion**
  1. [OPO Monthly Update – June 2021](#)
  2. [Photo Red Update \(SPD\)](#)
  3. [August Strategic Initiatives Report \(SPD\)](#)
  4. [Sit and Lie Report \(SPD\)](#)
  5. [2021 2Q Forfeiture and Expenditure Report \(SPD\)](#)
- IV. Consent Agenda – Briefing Papers Only, No Discussion**
  1. [Funding Acceptance for WASPC Registered Sex Offender \(RSO\) Program 2021-2022 \(SPD\)](#)
  2. [Purchase of Ballistic Body Armor \(SPD\)](#)
  3. [Annual Value Blanket Renewal for Backflow Prevention Devices \(Public Works\)](#)
  4. [SBO for Two Planning Specialist Positions to the Development Services Center \(Community and Economic Development\)](#)
  5. [SBO for Historic Preservation Second Position \(Community and Economic Development\)](#)
  6. [Renewal of Risk Management Insurance Coverage \(Legal\)](#)
- 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**

- Rebranding of Probation to Community Justice Services – Howard Delaney (5 minutes)
- Ordinance Incorporating Revised Drug Possession Offenses and Penalties into the SMC – Mary Muramatsu (10 minutes)
- Contract for Green Fleet (EV & Biofuel) Implementation Plan Development – Rick Giddings (10 minutes)
- Transportation Improvement Board Grant Program Discussion – Kevin Picanco (5 minutes)

**2. Council Requests**

- Financial Support for Way Out Shelter – CM Wilkerson (5 minutes)

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

**VIII. Adjournment**

**Next Committee meeting will be held on August 30, 2021**

# **Public Safety & Community Health Committee**

## ***Meeting Minutes – July 12, 2021***

Call to Order: 10:03 AM

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### **Attendance:**

**PSCHC Members Present:** CM Kinnear; CM Mumm; CM Stratton; CM Cathcart; and CM Wilkerson (arrived at 10:05).

**Staff/Others Present:** Mike Ormsby, Chief Craig Meidl, Nathan Spiering, Justin Lundgren, Eric Olsen, Michael McNab, Chief Brian Schaeffer, Seth Hackenberg, Sarah Nuss, Lance Dahl, Patrick Striker, Brian McClatchey, Erik Poulsen, Mary Machtolf, Giacobbe Byrd, and Hannahlee Allers.

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**Approval of June 7, 2021 minutes:** Motion to approve by CM Stratton; M/S by CM Cathcart. The committee approved the minutes from the June 7, 2021 PSCHC meeting unanimously.

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## **CONSENT AGENDA ITEMS**

### **Monthly Reports:**

1. OPO Monthly Update – May 2021
2. Photo Red Update (SPD)
3. July Strategic Initiatives Report (SPD)

### **Consent Agenda Portion:**

1. Funding acceptance for FY21-22 Sexual Assault Kit Initiative Grant Program with Washington Association of Sheriffs and Police Chiefs (SPD)
2. SBO for Sexual Assault Kit grant award FY21-22 (SPD)
3. Spokane County and Spokane Police Department Joint Justice Assistance Grant Application (SPD)
4. ESO Solutions Annual Subscription Renewal (SFD)
5. Department of Ecology 2021 – 2023 HazMat Grant (SFD)
6. Sole Resolution & Contract with Rebound (SFD)
7. Field Engineering Building Cabling (IT)
8. SBO for FEMA Assistance to Firefighters Grant (SFD)
9. Assistance to Firefighter Grant through FEMA (SFD)
10. Purchase of Two (2) Type VI Rapid Attack Brush Vehicles (SFD)

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## **STRATEGIC PLANNING SESSION**

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

NONE

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

NONE

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

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

Sgt. Spiering presented K-9 unit data from the last month. In June 2021. There were 69 deployments, 20 people located, and 1 contact. Sgt. Spiering gave a narrative example of one of the deployments.

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

NONE

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## **DISCUSSION ITEMS**

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### **Staff Requests:**

#### **Spokane Community Court Female Only Respite Bed Program – Seth Hackenberg (5 minutes)**

Seth Hackenberg updated Council on the respite bed program and stated that this is simply an expansion of the program to include a female only bed program. The VOA Hope House will be the operator and will utilize the Catholic Charities men program model. Mr. Hackenberg said that if this program is deemed successful it could be expanded even further. Right now, this expansion is the in between step – an extension of the pilot program. CM Stratton said that this is wonderful and appreciates the current efforts on data collecting. CM Kinnear asked Mr. Hackenberg to check-in with Council to give an update over the next coming months. CM Wilkerson asked how many beds are being allocated. Mr. Hackenberg said right now there is only one male bed and one female bed.

#### **Spokane County Department of Emergency Management ILA – Sarah Nuss (5 minutes)**

Sarah Nuss discussed her recommendation to Council to re-join in the joint emergency management organization. She provided an overview of why she is making this recommendation. CM Mumm asked, if we are participating with the County, could we split use or cost on emergency projects like the cooling centers. She noted that the County was relying on non-profits in the City of Spokane to meet their cooling center needs during the last heat wave. Ms. Nuss said the City's requirement to operate a cooling center is set through municipal code. She also noted that the County did their duty through their own legal requirements. CM Mumm suggested that if the County is shuttling their residents to use City resources, that there is a pro-rata sharing of that cost. CM Wilkerson asked for clarification about what will be different when the City re-joins this agreement. Ms. Nuss said the withdrawal happened in 2019 and the new ILA has been updated with requests for more quantifiable and measurable requirements. She said it was a more thorough ILA with more explicit requirements for both parties.

#### **Fee Study Increase and FTE Increase – Fire Marshal Lance Dahl (10 minutes)**

Fire Marshal Lance Dahl began the conversation by pointing out that there was already a Council conversation on this topic at a recent study session. Mr. Dahl said that, until now, the Fire Department

had not completed a Fee Study on Permitting and Plan Review fees since 2009. He said that to balance the City's budget in 2004, the Prevention Division's inspection staffing was reduced by 30% (one Assistant Fire Marshal, two Deputy Fire Marshals) and Clerk staffing by 33%. Between 2004 and the fall of 2020, the City of Spokane has increased its building square footage by 20 million square feet. This increase accounts for an additional 22.5% of the City's commercial building inventory. The growth has been dramatic and increased the workload for the limited staff. The lack of inspection staff to handle the additional work has lengthened the time required for plan review, delayed construction inspections, and extended wait time for required annual inspections. CM Kinnear noted that this ultimately ties into insurance rates. CM Mumm said this is not just homeowners but building owners and expressed her support. CM Cathcart pointed out that the Inlander did a report debunking the insurance decrease claim.

### **Adopting Wildland-Urban Interface Code Sections Missing from the State Model Code – Fire Marshal Lance Dahl (10 minutes)**

Fire Marshal Lance Dahl said that this adoption of code regarding department access and Fire Department water supply would give the Spokane Fire Department the tools it needs to ensure that we evaluate the WUI according to National Standards. It would also allow the Spokane Fire Department to hold developers and citizens accountable for mitigating the Wildfire Risk to the Spokane Community.

### **Council Requests:**

#### **Update on Unfilled NRO Positions – CM Stratton (5 minutes)**

CM Stratton requested a brief discussion on this item because she heard on the north side that there are two NROs who are reporting up. She asked for the timeline for replacing those NROs. Chief Meidl gave background on retirements, officers on probation, etc. He said that there are about 40 positions on the books that they are currently unable to use. He said while the numbers they are authorized for are looking good, they are having a hard time filling those positions. Chief Meidl said that one of the northside NROs has been taken off the team to strengthen the homeless outreach team. Chief Meidl said they are trying to ramp up recruitment, but there is about a year lag time because of the training required between the time of hiring a new officer and when SPD can have them in a position. He noted that they are also trying to hire laterally. CM Stratton said the thing that concerns her the most is the way SPD is – or in this case isn't – communicating these changes out to the neighborhoods. Major Olsen echoed the Chief's comments and said in terms of communication, he will talk to Captain Griffiths about how to communicate better. CM Wilkerson asked what the coordination is between ONS and SPD to serve the needs of neighborhoods. Major Olsen said the communication is open but he wasn't aware how thoroughly communicated these NRO shifts were. CM Stratton suggested working with Carly Cortright on communicating adjustments.

#### **SBO for C.O.P.S. Crime Advocate Positions – CM Stratton (5 minutes)**

CM Stratton began the conversation on the proposed SBO for C.O.P.S. Crime Advocate Positions. Patrick Striker and two C.O.P.S. crime victim advocates presented on. He said usually these positions are state grant funded. This year, C.O.P.S. did not receive the grant and so Mr. Striker is asking that the City fund

these positions until he can utilize state funding again. These positions are advocates for those who have been victimized. CM Kinnear expressed support for the work these advocates do. CM Stratton asked Mr. Striker to talk about how crime advocates shifted their model during COVID-19. Mr. Striker gave a rundown of how the pandemic created a perfect storm for victims. He talked about the increase in computer and telephone-oriented crime. The advocates helped walk victims through the information and resources available to them. CM Stratton said she would like to fund these two positions for two years via an SBO and that these positions would also take on some additional graffiti mitigation duties. CM Mumm said Council may need to check on whether we need to do a competitive process. Brian McClatchey said the ARP does have applicable eligible uses of funds, but he will check with City Legal about CM Mumm's competitive procurement process. CM Stratton noted that there is a hurry because the previous grant ended at the end of June. CM Mumm said that maybe Council could do a patch under \$50K to cover any potential gap.

#### **Cold Case Unit Update – CM Kinnear (10 minutes)**

CM Kinnear asked for a brief update on the status of the creation of a cold case unit. Major McNab said there aren't any additional updates on where we were at for standing up a cold case unit, but there will be a SBO for Sexual Assault Kit grant award before Council tonight. He said the biggest barrier continues to be staffing.

#### **Discussion about SPD Food and Beverage Reimbursement – CM Mumm (15 minutes)**

CM Mumm began a discussion about SPD food and beverage reimbursement based on testimony from a citizen who pointed out there were two catering bills for 600 and 400 people that amounted to thousands of dollars. Chief Meidl noted that these purchases were the result of mutual aid agreements. He said that when the National Guard is called in there is a requirement that food and water are provided. CM Mumm asked if the food was provided to law enforcement and not to the public. Chief Meidl said that was correct. CM Mumm asked if the existing policy is clear on this. Chief Meidl quoted from the existing policy and pointed out that there may be some vague language. CM Mumm said that there may be room to make it explicitly clear that money can be spent on food and water for those providing assistance to SPD through mutual aid agreements.

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

CM Kinnear requested an update on the accessibility of the downtown precinct to the public. She pointed out that currently it is not a readily accessible area for the public. Major Olsen said that the precinct is now open and staffed with one officer and has been for weeks. He mentioned that C.O.P.S. volunteers have reviewed the space and SPD is trying to work through some logistical issues. CM Kinnear clarified that she and other members of the public would be able to access the precinct if they went down there today. Major Olsen confirmed this. CM Wilkerson asked if there will be access issues at precincts across the City as new community policing models are adopted across the City. She pointed out that it's important that these precincts are citizen friendly. Major Olsen said that the downtown precinct is staffed and there is an opportunity for face-to-face interactions with citizens. CM Cathcart

asked if it is still a priority to have officers out walking and biking. Major Olsen said that officers are split between the desk and being out on bikes.

#### **Update on Wildfire Season – Chief Schaeffer (5 minutes)**

Chief Schaeffer gave a brief update on wildfire season. He mentioned that as of today there are 1,700 fires across the state of Washington. There were 47 new fires over the weekend. Chief Schaeffer commented on the City's vulnerability when it comes to fires along the urban wildlife interface. He shared photos of two fires within the urban wildlife interface that happened over the weekend. He shared that we are at preparedness level 4, which is one away from the worst place we could be – level 5, which is where we were in 2015. CM Mumm asked if we could amplify and educational program. Chief Schaeffer said that SFD is trying to ramp up partnerships with local media on a "Ready, Set, Go" wildfire preparedness campaign. CM Mumm said that it's also important for citizens to inspect the safety of their own property. Chief Schaeffer thanked CM Mumm and said they would try to ramp up that messaging. CM Kinnear noted that she and CP Beggs have made a video in the past about preparing personal property to be wildfire safe. She also encouraged Chief Shaeffer to use Council Members to help with their messaging whenever they can. CM Cathcart asked about the Fire Wise campaign. Chief Schaeffer said that we are participating in this program and there are two or three neighborhoods that are Fire Wise certified. He said this program is important for pointed community risk reduction. CM Kinnear added that the goats will be back late summer and it's a resource that we should continue to expand and use across the City.

#### **State Legislative Update:**

NONE

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#### **ADMINISTRATION REQUESTS:**

NONE

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**Action Items:** NONE

**Executive Session:** NONE

**Adjournment:** CM Kinnear adjourned the meeting at 11:06AM. The next PSCHC meeting will be held Monday, August 2, 2021.

**Attachments/Briefing Papers:** Funding acceptance for FY21-22 Sexual Assault Kit Initiative Grant Program with Washington Association of Sheriffs and Police Chiefs; SBO for Sexual Assault Kit grant award FY21-22; Spokane County and Spokane Police Department Joint Justice Assistance Grant Application; ESO Solutions Annual Subscription Renewal; Department of Ecology 2021 – 2023 HazMat Grant; Sole Resolution & Contract with Rebound; Field Engineering Building Cabling; SBO for FEMA Assistance to Firefighters Grant; Assistance to Firefighter Grant through FEMA; Purchase of Two (2) Type VI Rapid Attack Brush Vehicles; Spokane Community Court Female Only Respite Bed Program Briefing Paper; Spokane County Department of Emergency Management ILA; SFD Fee Study Increase and FTE

Increase; Wildland-Urban Interface Code Sections Missing from the State Model Code; and SBO for C.O.P.S. Crime Advocate Positions.

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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**

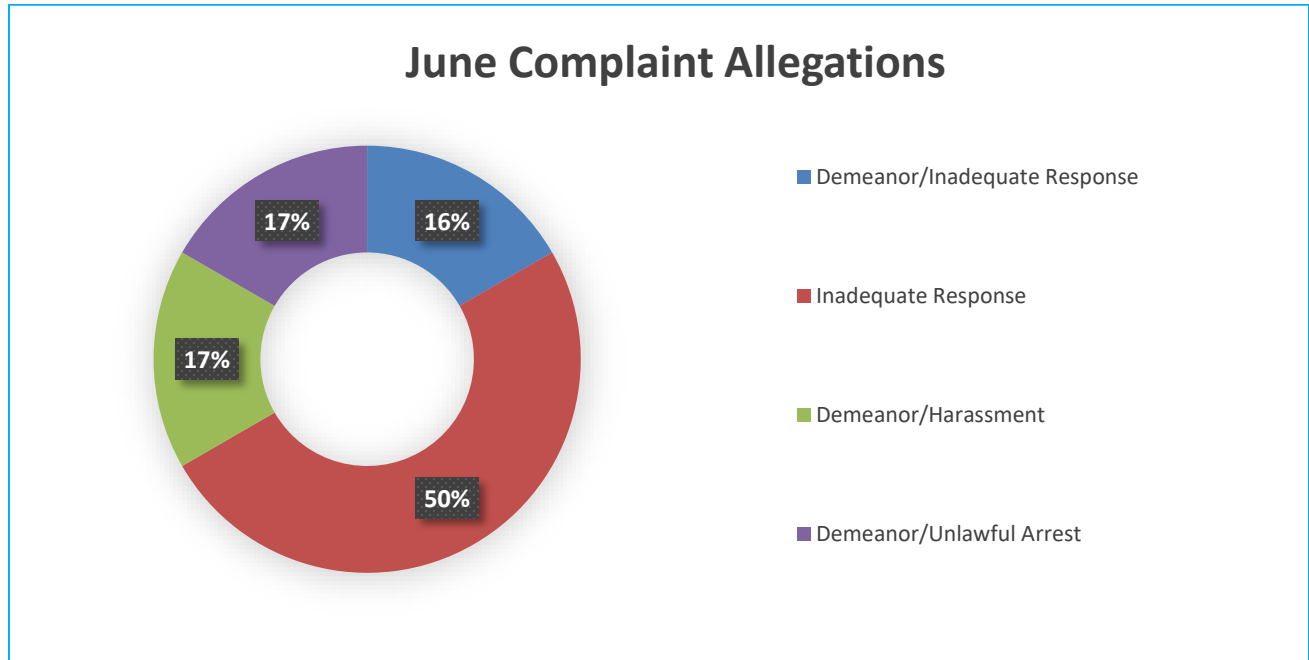


# Office of the Police Ombudsman

## Public Safety & Community Health Committee Report

Reporting Period: June 1-30, 2021

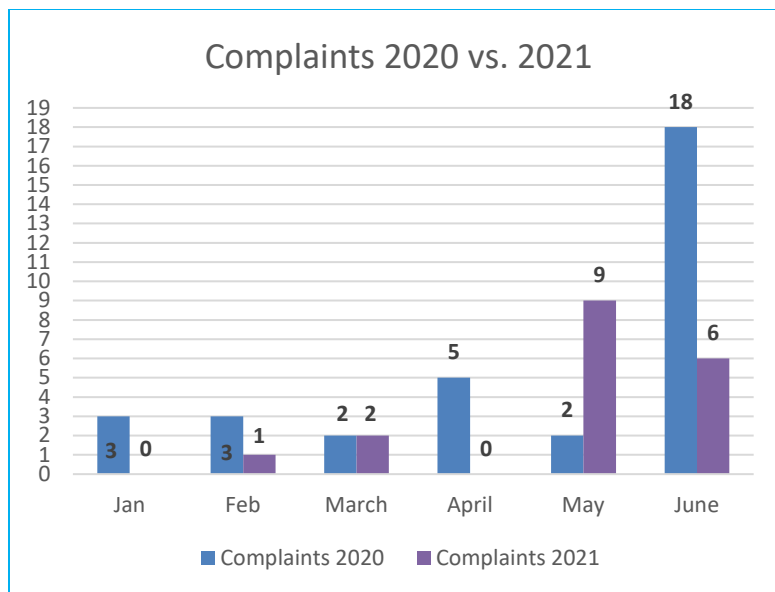
### Complaints/Referrals/Contacts



### Highlights:

In June, the OPO received 6 complaints and made 9 referrals to various agencies including the SPD IA, SCSO, Washington State Patrol, and County Jail. Examples include:

- IR 21-26: A community member has traffic/speeding concerns with people on HYW 2.
- ER 21-30: A community member was concerned with their daughter's interaction with a WA State Patrol Trooper and an alleged illegal search and seizure.
- ER 21-33: A community member filed a complaint with the Jail, but never heard anything.
- OPO 21-19: A community member was served a trespass notice after being kicked out of a business allegedly for racism. The complainant felt that the officer dismissed the claims without evidence.
- OPO 21-20: A limited commission officer harassed a community member for doing chalk art outside of a business that didn't open for approximately 5 hours
- OPO 21-22: Responding officers to a DV situation between a parent and minor allegedly mocked the parent and didn't offer assistance.



#### YTD Complaint Comparison

The OPO saw a steady intake of complaints in June 2021 (6) compared to June 2020 (18). Difference was due to civil unrest following the death of George Floyd. Overall complaints are down YTD (18) Compared to 2020 (33).

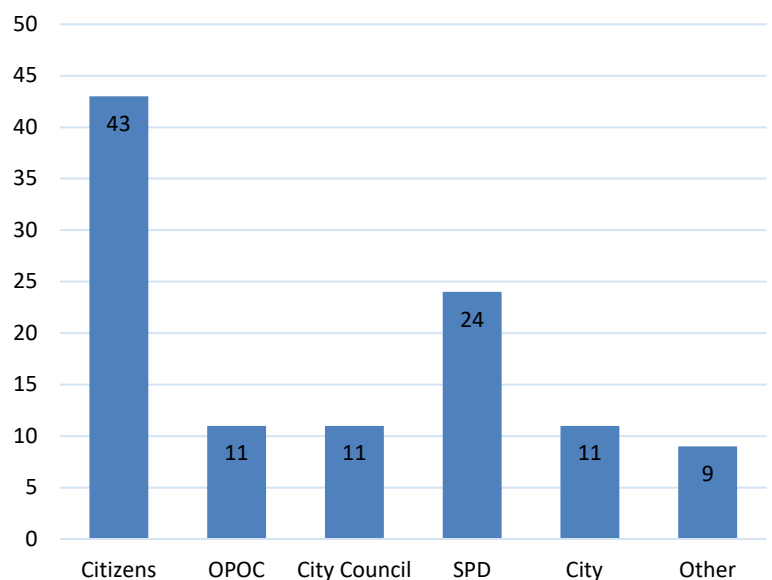
#### Contacts/Oversight:

- The OPO received a complaint from an SPD officer alleging unsafe practices
- The OPO met with Chief Meidl and Asst Chief Lundgren regarding the Closing Reports
- The OPO met with the Police Guild to review their comments regarding the Closing Reports which were sent to them in accordance with the CBA

#### Contacts/Oversight

- 109 total contacts
- 13 community member interviews were conducted
- Attended 7 IA Interviews
- 26 total SPD contacts
- 10 IA contacts

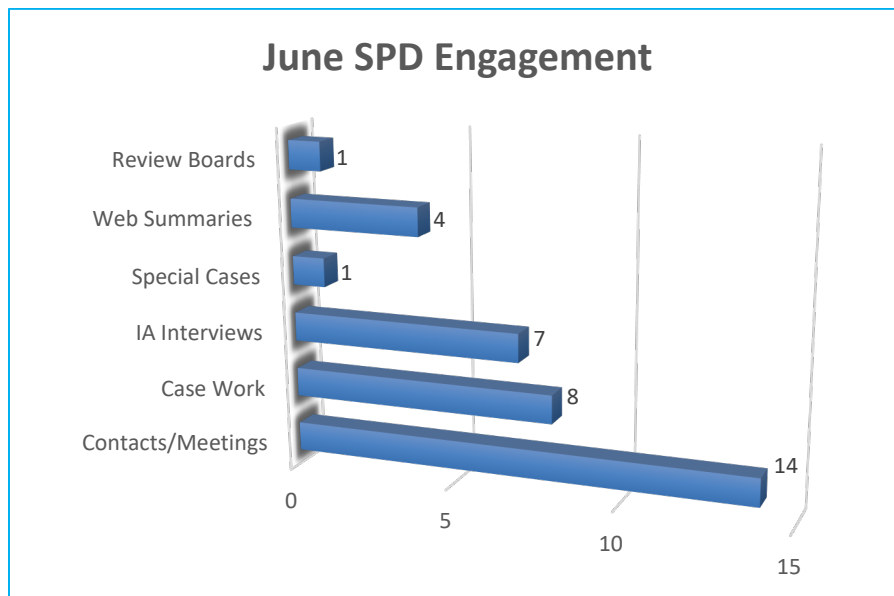
#### June Contacts



## **Oversight Activities**

### **Highlights:**

- The OPO finalized and presented the first 2 closing reports under the new CBA
- The OPO attended 1 review board during the month of June – Deadly Force Review Board
- The OPO reviewed 4 Case Summaries for web posting to the SPD website
- The OPO hosted a mediation between a community member and a SPD officer



### **Case Work**

- 2 cases certified
- 2 cases returned for further investigation
- 1 Mediation completed

### **Web Case Summaries**

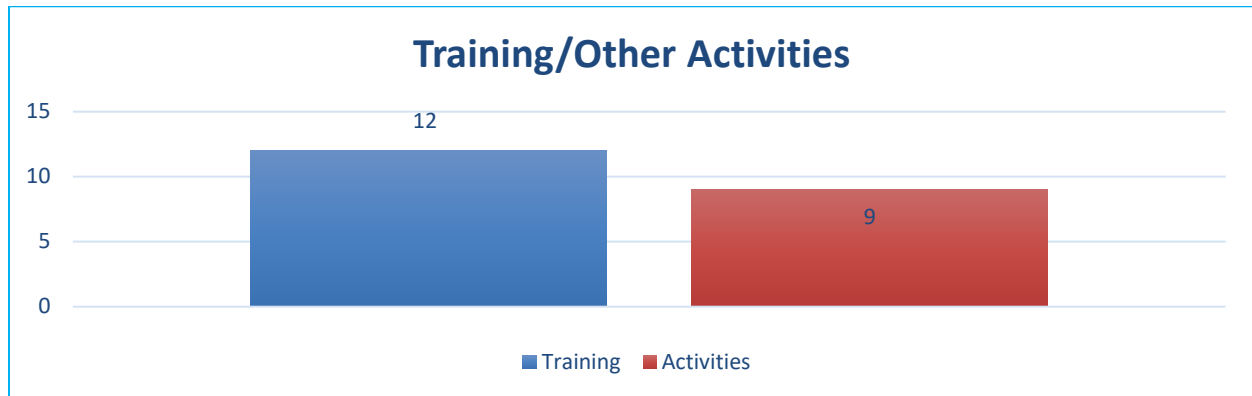
- 4 Cases Reviewed

## **Training/Other Activities**

### **Highlights:**

- Training – SPD In-Service, SPD EVOC In-Service, 4 Ride-Alongs, Know Be 4, NACOLE Webinar Series: Role of the first-line supervisor in facilitating change in law enforcement organizations, WSBA CLE, “Representing victims of police misconduct: Legal developments & lessons from the trenches.”
- City Meetings – PSCHC Meeting, Mayors Quarterly Meeting
- Oversight – OPOC monthly meeting, NACOLE Use of Force Working Group, NACOLE Strategic Planning Committee, NACOLE Peer to Peer Subcommittee, Task force 2.0 Policing and Alternatives to Policing subcommittee

- Other Community Meetings – Leadership Spokane Executive Board meeting, Leadership 2021 meeting, Jonah Project Meeting, Leadership Spokane Social Committee meeting, Leadership Round Table, Volunteer work at a Celebrate Recovery event



## **Upcoming**

- The OPO is continuing to work through the review requirements for the Closing Reports with the Police Guild
- The OPO is working with on a Memorandum of Understanding regarding Closing Reports for Mediations
- Deputy and Police Ombudsman Job Descriptions and Classification review

Office of the Police Ombudsman Commission Meeting:  
Held virtually, the 3rd Tuesday of every month at 5:30pm  
Agendas and meeting recordings can be found at:

<https://my.spokanecity.org/bcc/commissions/ombudsman-commission/>

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Police Department / Traffic Unit
<b>Subject:</b>	Photo Red / Speed
<b>Date:</b>	July 20th, 2021
<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 Aug 2nd, 2021.

Statistic for Photo Red for the time frame of **June 1st 2021, thru June 30<sup>th</sup>, 2021.**

There were 2437 violations on the photo red system from June 1<sup>st</sup>, 2021 thru **June 30<sup>th</sup>**, 2021. During the same time frame in 2020 there were 1867 violations, which is an increase of 570 violations. Traffic Volumes were down last year due to the stay at home orders issued in March/2020.

Statistic for Photo Speed for the time frame of June 1<sup>st</sup>, 2021, thru June 30<sup>th</sup>, 2021.

There were 1373 violations on the photo speed system from **June 1<sup>st</sup>**, 2021 thru **June 30<sup>st</sup>**, 2021. During the same time frame in 2020 there were 0 violations, which is an increase of 1373 violations. The increase is due to schools closing last March 16<sup>th</sup>, for COVID 19 and not reopening until 10/07/2020.

Executive Summary: Photo RED

**June 1<sup>st</sup>, 2021, thru June 30<sup>th</sup>, 2021**

- Division and Sprague was the highest with 381 violations.
- Browne and Sprague was the second highest with 368 violations.
- Frey and Third was the third highest with 316 violations.
- Thor and 2<sup>nd</sup> was the fourth highest with 202 violations.

Executive Summary: Photo SPEED

June 1<sup>st</sup>, 2021, thru June 30<sup>th</sup>, 2021

- SB Nevada St @ Longfellow Elementary was the highest with 461 violations.
- SB Ash St @ Ridgeview ELEMENTAR was the second highest with 318 violations.
- SB N Monroe @ Willard Elementary was the third highest with 271 violations.
- EB W Northwest Blvd @ Finch Elementary was the fourth highest with 195 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 DEPARTMENT**  
**CHIEF OF POLICE**  
**CRAIG N. MEIDL**

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**Strategic Initiatives**  
**August 2021 Report**



**Public Safety and Community Health Committee Briefing**  
**August 2, 2021**



### **Selected Excerpts of Officer Commendations**

Today while at work my team and I got stuck...on a steep hill with a full trailer load of asphalt sealant. We had no tow straps, but across the street, was a shiny beacon of hope in the form of a black and white Spokane city police vehicle. Now I know that in today's times, officers, deputies and troopers are overlooked for the way they help others, but I always think back to what my mother taught me: when you need help, find an officer. They are prepared for anything. So I approached this officer at his residence and he generously loaned us two brand new tow straps to safely pull up the steep hill and avoid damaging property and most definitely myself who stupidly pulled too far down the hill in the first place. I know this was his day off, so I hope you can find out who he is and let him know that he gives credit to the badge. Thank you for having officers like this! **[Officer Mike McCasland.]**

I had the opportunity to collaborate with **Officer [Micah] Prim** and **Officer [Casey] Jones** yesterday. Without their assistance, we would not have had a successful outcome in this particular situation, which potentially saved this person's life and addressed a very real community health concern! I have always believed it is important to call out successes in collaboration. I am very grateful for the outcome of our endeavor yesterday- thank you to your team!

I had the great opportunity to go on a ride-along with **Officer Mike Baldwin**, on Sergeant Tafoya's shift. We spent nearly seven hours together and I found him to be courteous, professional, and extremely competent in his work. This shift began differently from any shift I have observed, as there was a significant structure fire in an apartment complex going on when roll call was beginning. Sgt. Tafoya gave quick briefs to individual officers and put them into service immediately. On this shift, Officer Baldwin handled several complex situations to include: attempting to help at the apartment fire; an anonymous complaint of an inappropriate adult male/juvenile female relationship; a house alarm; a neighborhood dispute over fixing a vehicle to have it moved; and a complaint of a juvenile runaway, who was recovered. Officer Baldwin impressively handled these sensitive situations while on scene and provided significant attention to investigation and follow up. Officer Baldwin jokingly explained that he has a reputation of receiving complex calls to the point his team refers to it as "They just got Baldwin'd (sp)" if they get dispatched with him. His abilities were clearly evident as Officer Baldwin put in significant effort to research information during these calls and the officers were able to effectively handle all of the issues presented. Officer Baldwin consistently made me feel welcome and he did his best to answer all of my questions. He was transparent in his responses to me and replied from an informed officer perspective as we talked about upcoming legislation and its potential impacts on law enforcement.

**Officer [Tim] Schwering**, You probably don't hear that enough so I wanted to thank you for clearing out the park on Regal last week. I have been calling 311 and stopping at the COPS NE for a while and it seemed nobody did anything till you came along. Again, I just wanted to give a sign suggestion and give you personally a big thanks.... Nobody else seemed to care or was able to do anything. It was like the Army came in and saved the block from the invaders!!



## Internal Affairs Unit Update

### January 1 through June 30 2021 Commendations and Complaints

Commendations Received:    **Total: 115**

Complaints Received:        **Total: 45 (35 from community)**

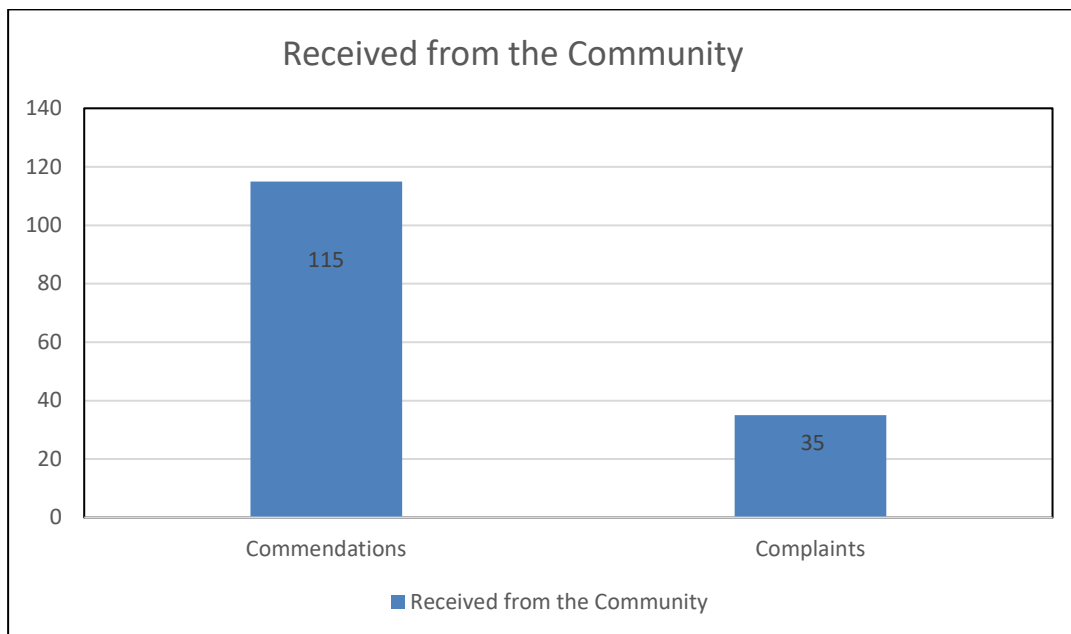
**Closed Out as Inquiries: 3 (As of June 30, 2021)**

*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 May 31, 2021

Received by the Office of Police Ombudsman	<b>Total: 16</b>
Received by the Spokane Police Department	<b>Total: 29</b>
Internally Generated by the SPD	<b>Total: 10</b>
Generated by the Community	<b>Total: 35</b>

As of June 30, 2021, the department has received 70% more commendations from the community than complaints.



## **Use of Force Update**

### **2021 Non-Deadly Reportable Use of Force Incidents**

From January 1-June 30, 2021, there were 35 non-deadly use of force incidents- 9 K9 contacts and 26 other (e.g., TASER).

### **2021 Deadly Force Incidents (Officer-Involved Shootings)**

From January 1-June 30, 2021, there were two deadly force incidents.

#### **Incident 2021-20002320 (Pending Prosecutor Review)**

Incident 2021-20002320 took place on January 5, 2021 in the area of 5100 N Ash. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is currently with the Spokane County Prosecutor.

#### **Incident 2021-20059960 (Pending Prosecutor Review)**

Incident 2021-20059960 took place on April 17, 2021, in the area of 500 S Cannon. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is currently with the Spokane County Prosecutor.

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

From January 1-December 31, 2020, there were three deadly force incidents.

#### **Incident 2020-20136616 (Pending Administrative 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. The Prosecutor ruled the use of deadly force justified. The SPD administrative investigation is complete. The case is with the Administrative Review Panel.

#### **Incident 2020-20160038 (Pending Prosecutor review)**

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

## **Items of Interest**

### **Behavioral Health Unit**

The Spokane Regional Behavioral Health Unit (BHU) is comprised of Spokane Police Officers, Spokane County Sheriff's Office/Spokane Valley Deputies, and Frontier Behavioral Health Mental Health Professionals.



#### May 2021 Statistics:

- 75% of contacts had an outcome other than jail or the hospital
- 0.6% were arrested
- 20% were emergently detained
- 0% force beyond handcuffing used
- 9% diverted from an arrestable offense and diverted from the hospital
- 361 total calls relieved from patrol
- 12,960 minutes of time saved (time the BHU spent to resolve calls, allowing patrol to respond to other calls)
- 76% of contacts resulted in a referral

#### Recruiting Update

SPD welcomed several graduates from the Basic Law Enforcement Academy here in Spokane. They graduated June 30 and are currently in Post Academy training. We look forward to them starting the Field Training portion very soon. Not pictured: Graduate Melinda Leen.

First Row: Officers Anthony Inman, Ian Quist, Jesse Molina



Second Row: Officers Quinn Cochrane, Tristan Ferreyra, Whitney Hagan



## Precinct Highlights

### North Precinct

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

- During the month of June, NRO Tim Schwering had 64 abandoned vehicles towed. From the start of the year, he has towed 133 vehicles. The vehicles were associated with 404 calls for service.
- In one location, neighbors were concerned about transient camps and excessive garbage behind a nearby commercial building. NRO Pavlischak contacted the owners and did a walk-through of the property. He and the owners came up with some ideas to help deter the trespassing.
- Neighbors were concerned about drug use and dealing at a residence. The NROs talked with the property owner, who stated that a guest was living in the trailer. She assured officers that the trailer would be gone in two weeks. NROs continued to monitor activity. After the problematic individual was served with a Domestic Violence Protection Order, he was removed from the property and the concerns were resolved.
- Neighbors complained about a tenant's guest who was parking abandoned vehicles all over their block. NRO Pavlischak posted warnings on six of the vehicles with no license plates and expired tabs. He came back three days later and towed four of the abandoned vehicles.

#### Crime Prevention Missions

Residents experienced a number of garage burglaries in the Nine Mile area. After beginning the hotspot patrol, officers found many neighbors were leaving their garage doors open. One officer could even see keys hanging in the garage for the vehicle in the middle of the night. The officer called the registered owner of the vehicle and left a message. NRO Cler contacted 42 neighbors about their open garages.

### Downtown Precinct



#### Collaboration Addressing Quality of Life Issues

Neighborhood Resource Officers have been working with multiple businesses to address trespassing and disorderly behavior. Several contacts involved subjects with outstanding warrants. Other contacts involved intoxicated subjects. In one instance, officers helped detain a naked man who was dancing in view of the restaurant's customers. In another case, an intoxicated male was blocking the business's emergency exit. He had removed several metal barricades belonging to STA from the bus stop to further barricade himself in the alcove. Officers were able to remove him from the business and provide a mental health referral for him.

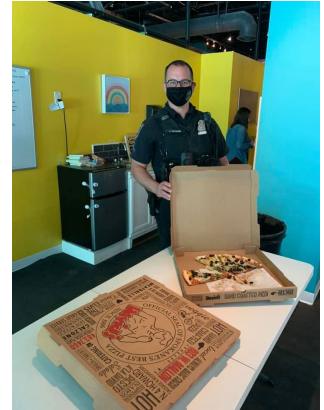
Hooptown USA courts are open at Riverfront Park!

### Crime Prevention Missions

The Downtown Precinct has been focusing on the Browne/Post/Madison Viaducts during late June and early July. They saw a reduction in calls for service and Part I crimes in the area. The new Mission is Pacific to 3rd/Browne to Spokane Street. The goal is to reduce Part I crimes (assaults in particular, which increased recently). Unfortunately, the assaults are quite spread out and difficult to target with a Mission. Precinct staff members are using high visibility patrols as a tactic. Ten electric bikes just arrived at the Downtown Precinct, and they have allowed for increased bike patrols with a focus on enforcement.

### Precinct Outreach

- Mental Health Stabilization Project team meeting
- Downtown Community Court triage meeting
- Hot spotters meeting
- Downtown security group meeting
- Spokane Treatment and Recovery Services Board meeting
- Business Improvement District Board meeting
- Salvation Army Board meeting
- Continuum of Care Board meeting
- Washington State Public Safety Review Panel meeting
- Riverside Neighborhood Council meeting



Downtown Precinct officers enjoyed getting to know youth at Lumen High School with a lunch and icebreaker event. Officer Joe Dotson is pictured above, at right. Precinct staff are also participating in the Police Activities League (PAL) and PAL Boxing this summer.

### **South Precinct**

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

- Neighborhood Resource Officers received 99 neighborhood referrals in June 2021.
- The South Precinct has been working with several nuisance properties. One property was associated with several calls for service, including a shooting. The NRO issued a Chronic Nuisance Notice. He is giving the homeowner time to respond.
- In another location, NROs have been working with neighbors to resolve various criminal issues. The owner does not live at the location and has been recently unresponsive. The property has had stolen vehicles, stolen property, guns, and drugs, and has racked up almost \$5,000.00 in citations.

### Crime Prevention Missions

- The South Precinct saw success with the Browne's Addition area mission for June. Officers saw a decrease of criminal activity, with a 44% reduction of Part I crimes. Officers documented 35 mission entries in late June, and most officers reported that the area was quiet.
- The South Precinct's mission in late June/early July is 7<sup>th</sup>-10<sup>th</sup> Avenues and Elm to Cedar. The area had been plagued with assaults, shootings, vehicle prowling, vehicle thefts, and burglaries. The goal is to reduce criminal activity by 50% over the next few weeks.



### New Staff Member at the South Precinct

Lieutenant Dave Staben is joining the South Precinct. He is standing on the right, next to Captain Arleth at a past Police Activities League event.

## Outreach Update

### Police Activities League (PAL) Summer Program



PAL bridges the gap between Spokane Police officers and youth in our community through fun and educational summer activities such as STEM, Basketball, Track, Baseball, Flag Football, and Soccer. Spokane Public Schools Summer Meal Program provides lunches each day. PAL is held at neighborhood parks in West Central, East Central, and Hillyard.

PAL engages participating youth in positive athletic and academic programs, including gang and drug intervention and prevention. It's a collaborative program of Spokane Police

Department, Spokane Parks Department, Spokane Public Schools, and many other organizations working together to supply a myriad of resources in a central location.

Please see flyer and registration form for more information.

<https://my.spokanecity.org/police/community-outreach/>

To register, please contact [SPDCommunityOutreach@spokanepolice.org](mailto:SPDCommunityOutreach@spokanepolice.org) or contact Campus Safety Specialist Ed Richardson at 509.354.5151 or [EdR@spokaneschools.org](mailto:EdR@spokaneschools.org)

PAL started on July 13 in AM Cannon Park. 80+ children participated in different sports and games. Children enjoyed had a K9 presentation, Numerica sent volunteers and popsicles, and kids and Officers connected.



### PAL Boxing

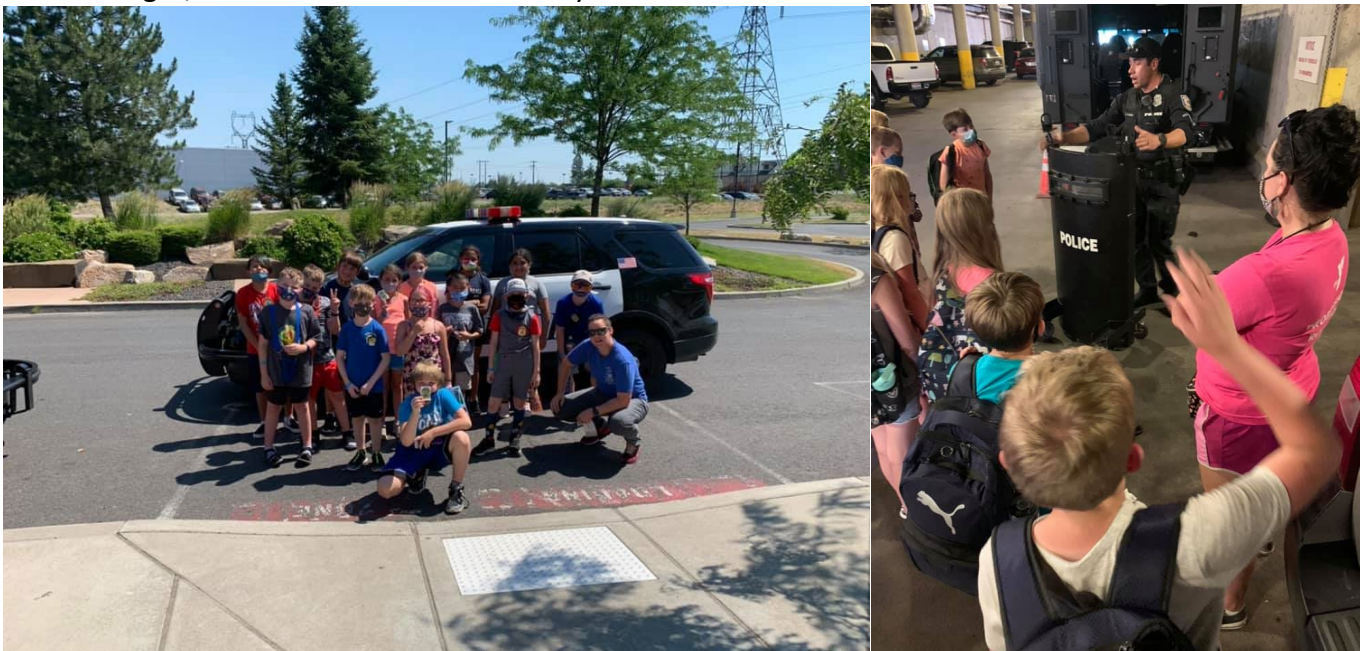


The Spokane Police Department is looking for youth who want to live their life with PASSION! Our Police Athletic League Boxing program is going strong, empowering local youth with the work ethic needed to succeed not only in sports, but in the ring of life. Middle school and High School age youth a welcome to join us at the Spokane Boxing Gym (115 S. Jefferson) on Tuesdays and Thursdays from 3:15 - 4:45 pm.



### YMCA Summer Outreach

The Community Outreach Unit has been giving tours of the Public Safety Building to the youth in the YMCA summer programs. The tour includes a tour of police vehicles and discussions about safety and policing. Below at right, Officer Andres Valencia tells youth about the SWAT team.



### Spokane Police Bike Camp

The Spokane Police Bike Camp is coming up on July 21, from 4 p.m. to 8 p.m. at the Pavilion at Riverfront Park. Youth will learn how to ride safely and expand riding skills with fun and challenging obstacles courses. The event concludes with a ride through Riverfront Park on Centennial Trail.

Participants must be ages 8 - 14 and must be independent riders (no training wheels, able to start/stop/control speed independently). Registration is DUE July 12th and there are only 30 spots available.

Spokane Police Foundation is supporting this event with t-shirts, water and food! For more information, see Spokane Police Foundation at <https://www.spokanepolicefoundation.org>

Below, Reserve Officer “Big Ed” Richardson conducting outreach



# Sit and Lie Arrests (Redacted)

Name	DOB	Date of Offense	Time of Offense	Cite/Released or Booked
[REDACTED]	[REDACTED]	07/02/2021	12:12	Cite/Release
[REDACTED]	[REDACTED]	07/02/2021	12:12	Cite/Release
[REDACTED]	[REDACTED]	07/02/2021	13:45	Cite/Release
[REDACTED]	[REDACTED]	07/02/2021	14:00	Cite/Release



# SPOKANE POLICE DIVISION

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

## 2021 Asset Forfeiture Report

### 2021 Forfeitures by Quarter

#### 1st Quarter

Gross Proceeds	\$13,352.50
Auction Costs	\$1,657.15
Net Sale Proceeds	\$11,695.35
State Share	\$1,169.54

#### 2nd Quarter

Gross Proceeds	\$12,673.55
Auction Costs	\$1,817.16
Net Sale Proceeds	\$10,856.39
State Share	\$1,085.64

#### 3rd Quarter

Gross Proceeds	
Auction Costs	
Net Sale Proceeds	
State Share	

#### 4th Quarter

Gross Proceeds	
Auction Costs	
Net Sale Proceeds	
State Share	

### **2021 TOTAL**

Gross Proceeds	\$26,026.05
Auction Costs	\$3,474.31
Net Sale Proceeds	\$22,551.74
State Share	\$2,255.18

2021 Expenditures by Quarter

1st Quarter

Federal

Interview Room Systems

\$12,867.62

State

CI Funds

\$10,765.00

2nd Quarter

Federal

N/A

\$0.00

State

CI Funds

\$14,355.00

Vehicle

\$22,000.00

**2021 TOTAL**

**Federal**

**\$12,867.62**

**State**

**\$47,120.00**

# Consignor Settlement

Reinland Equipment Auction  
P.O.Box 2545  
Post Falls, ID 83877  
Phone: 208-457-9611

CO #:	19014
Date:	4/5/2021
Page:	1

Consignor: C5  
SPU-SIU - Online

Auction: April 9, 2021 thru April 15, 2021

Lot#	Lead	Transaction Description	Amount
311	REDLINE WATCH # 10	Invoice Sale Price	11.00
		Commission	( 2.75)
391	BOX W/ HOLSTERS, BELT 2,6-8,11,12	Invoice Sale Price	14.00
		Commission	( 3.50)
393	BOX W/ MISC. AMMUNITION 1,3,4,13,14	Invoice Sale Price	7.00
		Commission	( 1.75)
394	BOX W/ 9MM AMMUNITION 5,9,15	Invoice Sale Price	27.50
		Commission	( 6.88)
		CO Expense - P.U. FEE	( 10.00) = 2.50
		Payment to Consignor - Check # 2507	( 34.62)
Total Quantity:			4.00
Total Invoice Sale Price:			59.50
Total Expenses:			( 10.00)
Total Commission:			( 14.88)
Total Due to Consignor:			34.62
Total Payments:			( 34.62)
Balance:			\$0.00

No inventory remains for this consignment order

*Handwritten:*  
2.50  
Auct. 21  
Lot

# Consignor Settlement

Reinland Equipment Auction  
P.O.Box 2545  
Post Falls, ID 83877  
Phone: 208-457-9611

CO #:	19136
Date:	4/26/2021
Page:	1

## Consignor: S1

Spu - Siu  
1100 W. Mallon  
Spokane, WA 99260  
Phone:509-993-7961

Auction: May 1, 2021

Lot#	Lead	Transaction Description	Amount
3020	2008 BMW 535I #3 BLACK	Invoice Sale Price	5,000.00
		Commission	( 500.00)
3021	2007 AUDI S4 #4 SILVER	Invoice Sale Price	5,250.00
		Commission	( 525.00)
3265	2000 CHEV. IMPALA #1 GREEN	Invoice Sale Price	200.00
		Commission	( 50.00)
3266	2003 NISSAN XTERRA #2 TAN	Invoice Sale Price	700.00
		Commission	( 140.00)
		CO Expense - P.U. FEE 4 @ \$45.00	( 230.00)
		#3020,3021,3265,3266	
		BATTERY \$50.00	
		#3020	
		Payment to Consignor - Check # 2544	( 9,705.00)
Total Quantity:			4.00
Total Invoice Sale Price:			11,150.00
Total Expenses:			( 230.00)
Total Commission:			( 1,215.00)
Total Due to Consignor:			9,705.00
Total Payments:			( 9,705.00)
Balance:			\$0.00

No inventory remains for this consignment order

# **Consignor Settlement**

**Reinland Equipment Auction**  
**P.O.Box 2545**  
**Post Falls, ID 83877**  
**Phone: 208-457-9611**

CO #:	19231
Date:	5/25/2021
Page:	1

**Consignor: B30400**  
Spu - Siu (online)

Auction: May 28, 2021 thru June 4, 2021

Lot#	Lead	Transaction Description	Amount
352	1 OZ. SILVER LIBERTY DOLLAR 8	Invoice Sale Price	42.50
		Commission	( 10.63)
353	4 \$1 COINS 5	Invoice Sale Price	57.50
		Commission	( 14.38)
354	BAG W/ COINS, PINS, RINGS 6	Invoice Sale Price	21.00
		Commission	( 5.25)
355	BAG W/ 26 HALF DOLLAR PIECES 12	Invoice Sale Price	45.00
		Commission	( 11.25)
356	1 OZ. SILVER DOLLAR 9	Invoice Sale Price	45.00
		Commission	( 11.25)
357	1971 EISENHOWER UNCIRCULATED SILVER DOLLAR 7	Invoice Sale Price	10.00
		Commission	( 2.50)
358	1982 ELIZABETH COIN 11	Invoice Sale Price	166.05
		Commission	( 41.51)
359	EISENHOWER PROOF DOLLAR 14	Invoice Sale Price	10.00
		Commission	( 2.50)
360	1989 QUARTER 13	Invoice Sale Price	1.00
		Commission	( 0.25)
361	1913 TEN DOLLAR COIN 15	Invoice Sale Price	825.00
		Commission	( 165.00)
362	TWO DOLLAR BILLS 10	Invoice Sale Price	33.50
		Commission	( 8.38)
465	BOX W/ 9MM AMMUNITION 16	Invoice Sale Price	100.00
		Commission	( 25.00)
466	BOX W/ 380 AMMUNITION 16	Invoice Sale Price	65.00
		Commission	( 16.25)
467	BOX W/ 22, 38 SPECIAL, .45 AMMUNITION 16	Invoice Sale Price	42.50
		Commission	( 10.63)
		CO Expense - P.U. FEE	( 22.50)
		Payment to Consignor - Check # 2683	( 1,116.77)

## Consignor Settlement

**Reinland Equipment Auction**  
**P.O.Box 2545**  
**Post Falls, ID 83877**  
**Phone: 208-457-9611**

CO #:	19231
Date:	5/25/2021
Page:	2

Lot#	Lead	Transaction Description	Amount
			Total Quantity: 14.00
			Total Invoice Sale Price: 1,464.05
			Total Expenses: ( 22.50)
			Total Commission: ( 324.78)
			Total Due to Consignor: 1,116.77
			Total Payments: ( 1,116.77)
			Balance: \$0.00

No inventory remains for this consignment order

# **DRUG** **FORFEITED PROPERTY STATUS REPORT** **Per RCW 69.50.505(8)(c) and (9)(a)**

Forfeiting Agency Name: Spokane Police Department  
 Quarterly Reporting Period: 2nd Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
3/16/2018	Auction 4/9/21-4/15/21	2017-20254746 / SPD 17-105	bullets		1.40	0.55	0.06
4/27/2018	Auction 4/9/21-4/15/21	2017-20130525 / SPD 17-062	Holster		2.33	1.33	0.13
3/16/2018	Auction 4/9/21-4/15/21	2017-20254931 / SPD 17-104	gun magazine		1.40	0.55	0.06
3/16/2018	Auction 4/9/21-4/15/21	2017-20254931 / SPD 17-104	box of Winchester bullets in kitchen		1.40	0.55	0.06
4/27/2018	Auction 4/9/21-4/15/21	2017-20130525 / SPD 17-062	Box of Bullets		9.16	6.04	0.60
3/16/2018	Auction 4/9/21-4/15/21	2017-20254931 / SPD 17-104	gun holster		2.33	1.33	0.13
3/16/2018	Auction 4/9/21-4/15/21	2017-20254746 / SPD 17-105	black handgun holster		2.33	1.33	0.13
4/27/2018	Auction 4/9/21-4/15/21	2017-20199977 / SPD 17-078	Gun Holster		2.33	1.33	0.13
4/27/2018	Auction 4/9/21-4/15/21	2017-20130525 / SPD 17-062	Bullets		9.17	6.04	0.60
4/27/2018	Auction 4/9/21-4/15/21	2017-20186426 / SPD 17-088	Watches		11.00	5.75	0.58
2/28/2018	Auction 4/9/21-4/15/21	2017-20254979 / SPD 17-102	soft case from Beretta		2.34	1.34	0.13
4/27/2018	Auction 4/9/21-4/15/21	2017-20130525 / SPD 17-062	XD Holster		2.34	1.34	0.13

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
3/16/2018	Auction 4/9/21-4/15/21	2017-20254931 / SPD 17-104	6 bullets		1.40	0.55	0.06
2/28/2018	Auction 4/9/21-4/15/21	2017-20254979 / SPD 17-102	small baggie of bullets		1.40	0.55	0.06
2/28/2018	Auction 4/9/21-4/15/21	2017-20254979 / SPD 17-102	9 bullets		9.17	6.04	0.60
3/1/2021	Auction 5/1/21	2020-20195189 / SPD 20-061	2000 Chevy Impala VIN: 2G1WH55KXY9284550		200.00	4,405.00	440.50
3/1/2021	Auction 5/1/21	2020-20196972 / SPD 20-070	2003 Nissan Xterra - Beige (Lic BWJ4773); VIN 5N1ED28T13C670627	1,050.00	700.00	4,680.00	468.00
2/25/2020	Auction 5/1/21	2019-20197529 / SPD 19-062	WA Reg BRC6479, Black BMW; VIN WBANW13558CZ82200	3,725.00	5,000.00	105.00	10.50
3/3/2020	Auction 5/1/21	2019-20173318 / SPD 19-058	2007 Audi S4 Wa. Lic. BPT7735; VIN WAUGL78E37A129074	5,350.00	5,250.00	515.00	51.50
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	Four antique silver dollars		57.50	43.12	4.31
10/23/2018	Auction 5/28/21 - 6/4/21	2018-20047436 / SPD 18-013	coin set, collector items		21.00	15.75	1.58
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	Eisenhower coin		10.00	7.50	0.75
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	1oz silver liberty dollar in blue case		42.50	31.87	3.19
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	1oz silver dollar in blue case		45.00	33.75	3.38
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	16 two dollar bills in protective case		33.50	25.12	2.51
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	.10 ounce gold Canadian maple leaf		166.05	124.54	12.45
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	26 silver fifty cent pieces		45.00	33.75	3.38

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	1989 quarter		1.00	0.75	0.08
4/10/2019	Auction 5/28/21 - 6/4/21	2019-20018538 / SPD 19-007	Eisenhower proof dollar in brown box		10.00	7.50	0.75
3/16/2018	Auction 5/28/21 - 6/4/21	2017-20211373 / SPD 17-083	\$10 dollar Coin		825.00	637.50	63.75
4/27/2018	Auction 5/28/21 - 6/4/21	2017-20186426 / SPD 17-088	Misc Bullets		207.50	155.62	15.56
<b>TOTALS</b>					<b>12,673.55</b>	<b>10,856.39</b>	<b>\$1,085.64</b>

Send report following each calendar quarter to:

Washington State Treasurer's Office

Attn: Forfeiture Administrator

PO Box 40202

Olympia, WA 98504-0202

PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

# DUI VEHICLE FORFEITED PROPERTY STATUS REPORT Per RCW 46.61.5058(10) and (12)

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 2nd Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report following each calendar quarter to:

Washington State Treasurer's Office

Attn: Forfeiture Administrator

PO Box 40202

Olympia, WA 98504-0202

PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund -- 001

# MONEY LAUNDERING FORFEITED PROPERTY STATUS REPORT Per RCW 9A.83.030(6)

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 2nd Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report following each calendar quarter to:  
Washington State Treasurer's Office  
Attn: Forfeiture Administrator  
PO Box 40202  
Olympia, WA 98504-0202  
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund -- 001

**SEXUAL EXPLOITATION CRIMES  
REMITTANCE FORM  
Per RCW 9A.88.150(8)(c)**

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 2nd Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		<b>NONE</b>					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report quarterly to:

Washington State Treasurer's Office

Attn: Forfeiture Administrator

PO Box 40202

Olympia, WA 98504-0202

PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the Prostitution Prevention and Intervention Acct. -- 777

**PROPERTY INVOLVED IN A FELONY  
REMITTANCE FORM  
Per RCW 10.105.010(7)**

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 2nd Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		<b>NONE</b>					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report annually to:  
Washington State Treasurer's Office  
Attn: Forfeiture Administrator  
PO Box 40202  
Olympia, WA 98504-0202  
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

# CHILD PORNOGRAPHY REMITTANCE FORM Per RCW 9.68A.120(10)(a)

Forfeiting Agency Name: Spokane Police Department  
Quarterly Reporting Period: 2nd Quarter 2021

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
<b>TOTALS</b>					-	-	<b>\$0.00</b>

Send report quarterly to:  
Washington State Treasurer's Office  
Attn: Forfeiture Administrator  
PO Box 40202  
Olympia, WA 98504-0202  
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in  
the Prostitution Prevention and Intervention Acct. -- 777

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Registered Sex Offender (RSO) Program 2021-2022
<b>Date:</b>	08/02/2021
<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>	Major Mike McNab
<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, 2021 to June 30, 2022</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Grant – WA Association of Sheriffs and Police Chiefs 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 FY21 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> Heather Arnold, Grants and Contracts Specialist Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org			
<b>7. Grantor ID#</b>		<b>8. Original Grant ID#</b> RSO 21-22 Spokane		<b>9. Start Date</b> 07/01/21	
				<b>10. End Date</b> 06/30/22	
<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, 2022 (for the preceding July 1-December 30 period), April 15, 2022 (for the preceding January 1-March 31 period), and July 15, 2022 (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 (3) 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, 2021 and terminates on June 30, 2022.
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 [KlThompson@spokanesherriff.org](mailto:KlThompson@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 Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Ballistic Body Armor with Galls, LLC
<b>Date:</b>	07/20/2021
<b>Contact (email &amp; phone):</b>	Jennifer Hammond jhammond@spokanepolice.org 625-4056
<b>City Council Sponsor:</b>	CM 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)	Ballistic Body Armor is essential gear for police officers and in line with normal operating budget policies and procedures.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	August 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve value blanket order for Ballistic Body Armor.
<b>Background/History:</b> Spokane Police Department currently utilizes WA State Contract #03720 for the purchase of Ballistic Body Armor from Galls, LLC using a Value Blanket Order. The Value Blanket Order is expiring July 30, 2021. A new Value Blanket Order is necessary for continued supply of Ballistic Body Armor. New Value Blanket Order will also utilize WA State Contract #03720.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>The Value Blanket term will be August 1, 2021 through July 31, 2024.</i></li> <li><i>Total estimated amount for three-year term will be \$ 315,000.00</i></li> <li><i>This includes Ballistic Body Armor, external Body Armor carriers and accessories and takes into consideration the replacement of expiring Ballistic Body Armor and potential new hires over the next 3 years.</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services Department
<b>Subject:</b>	Backflow Prevention Devices – Annual Value Blanket
<b>Date:</b>	2 August 2021
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , x7851
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	The existing value blanket for these products expires August 2, 2021.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of backflow prevention devices on an as-needed basis for new construction and the replacement of obsolete devices over a one-year period.

Background/History: Bid #4366-17 for Backflow Prevention Devices was publicly solicited in May 2017. Five bids were received. Award was correspondingly recommended to Keller Supply (Spokane, WA) as the low responsive, responsible bidder for an annual value blanket. This represents the fourth and final annual renewal at mutual consent; no further renewal options remain.

For this renewal, the supplier demonstrated multiple increases from the product manufacturer totaling 26.3%. Coupling those with the impact to CPI over the last year, the department recommends acceptance of the supplier's renewal proposal. As the increases have occurred at the manufacturing level, the department has no reasonable expectation of achieving a cost reduction through competition.

### Price Trends Over the Life of this Value Blanket

Product	2017/2018	2018/2019	Increase	2019/2020	Increase	2020/2021	Increase	2021/2022	Increase
3" DCVA	\$ 761.58	\$ 799.66	5.00%	\$ 814.52	1.86%	\$ 835.00	2.51%	\$ 1,080.50	29.40%
4" DCVA	\$ 796.06	\$ 835.86	5.00%	\$ 851.40	1.86%	\$ 872.00	2.42%	\$ 1,127.46	29.30%
6" DCVA	\$ 1,325.12	\$ 1,391.38	5.00%	\$ 1,417.24	1.86%	\$ 1,453.00	2.52%	\$ 1,793.71	23.45%
8" DCVA	\$ 2,082.76	\$ 2,186.90	5.00%	\$ 2,227.55	1.86%	\$ 2,283.00	2.49%	\$ 2,820.11	23.53%
10" DCVA	\$ 2,857.14	\$ 3,000.00	5.00%	\$ 3,055.76	1.86%	\$ 3,133.00	2.53%	\$ 3,758.68	19.97%
4" DCDA	\$ 1,153.70	\$ 1,211.39	5.00%	\$ 1,233.90	1.86%	\$ 1,265.00	2.52%	\$ 1,532.26	21.13%
6" DCDA	\$ 1,542.86	\$ 1,620.00	5.00%	\$ 1,650.12	1.86%	\$ 1,690.00	2.42%	\$ 2,047.92	21.18%
8" DCDA	\$ 2,391.13	\$ 2,510.69	5.00%	\$ 2,557.36	1.86%	\$ 2,620.00	2.45%	\$ 3,174.51	21.16%
10" DCDA	\$ 3,152.71	\$ 3,310.35	5.00%	\$ 3,371.88	1.86%	\$ 3,456.00	2.49%	\$ 4,148.47	20.04%
4" RP	\$ 1,064.04	\$ 1,117.24	5.00%	\$ 1,138.01	1.86%	\$ 1,167.00	2.55%	\$ 1,412.52	21.04%
6" RP	\$ 1,809.85	\$ 1,900.34	5.00%	\$ 1,935.67	1.86%	\$ 1,984.00	2.50%	\$ 2,356.81	18.79%
8" RP	\$ 3,276.75	\$ 3,440.59	5.00%	\$ 3,504.55	1.86%	\$ 3,593.00	2.52%	\$ 4,266.71	18.75%

Executive Summary:

- *Renewal recommended with Keller Supply (Spokane, WA) for final annual term*
- *Fourth and final renewal, no renewal options remaining*
- *Annual spend estimated at \$162,500.00 including tax*
- *Original Bid #4366-17 Backflow Prevention Devices*

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

# Briefing Paper

## Public Safety and Community Health

<b>Division &amp; Department:</b>	Community and Economic Development – Development Services Center, Code Enforcement and Parking
<b>Subject:</b>	Addition of 2 Planning Specialist positions to the DSC
<b>Date:</b>	7/22/2021
<b>Author (email &amp; phone):</b>	Kris Becker kbecker@spokanecity.org 625-6392
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Kris Becker
<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)	Strategic Plan
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO
<b>Background/History:</b> <p>The Development Services Center is processing record numbers of permits with an increasing trend year over year. By July 1 of 2021, construction valuations totaled over \$366M compared to the year-end totals for 2019 of \$402M and 2020 of \$585. Staff have issued more permits for single family homes in the first six months of 2021 than in all of 2020. Our staff strive to provide a quick turn around on permits – including a number of permits that can be pulled “over the counter”. The increased workload has impacted our ability to move applications quickly through our system and has resulted in delays for some contractors. We would like to add 2 key positions to the DSC that will facilitate expeditious plan review and permitting processes.</p> <p>Two Planning Specialists will be added to facilitate the processing of small to medium sized projects including single family homes, small multi-family projects, small commercial tenant improvements, SEPA checklists, and over the counter permits. The Planning Specialists will act as Project Coordinators for these permits and will be available to answer questions via phone, e-mail, and in person at the counter. The new positions will provide relief for our plan review teams so that they can move larger and more complex projects such as large multi-family developments, adaptive reuse, new commercial projects, and new plats through the system in a timely manner.</p> <p>An SBO is required to fund and create two new positions as these were not included in the 2021 budget. Unappropriated reserves will be utilized to cover the costs of these positions.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Two new Planning Specialist positions will be created to support the quick turn-around of permitting for small and medium-sized residential and commercial projects.</li> <li>The enterprise fund is healthy and can support these additional costs.</li> </ul>	
<b>Budget Impact:</b>	

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: These positions are in the DSC enterprise fund. Permit fees for development will cover the additional costs.

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

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

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Development Services Center Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	4700-99999 99999	Development Services Center Unappropriated Reserves	\$ 64,840
TO:	4700-41400 58500-02250	Development Services Center Planning Specialist (from 0 to 2 positions # 225 )	\$ 45,261
	4700-41400 58500-52110	Development Services Center Social Security	\$ 3,463
	4700-41400 58500-52210	Development Services Center Retirement	\$ 4,526
	4700-41400 58500-52310	Development Services Center Medical	\$ 9,520
	4700-41400 58500-52320	Development Services Center Dental	\$ 840
	4700-41400 58500-52330	Development Services Center Life Insurance	\$ 270
	4700-41400 58500-51640	Development Services Center Deferred Comp	\$ 960

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 two new Planning Specialists positions to support permitting, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Briefing Paper

## Public Safety and Community Health

<b>Division &amp; Department:</b>	Community and Economic Development – Historic Preservation
<b>Subject:</b>	SBO for Historic Preservation Second Position
<b>Date:</b>	7/23/2021
<b>Author (email &amp; phone):</b>	Kris Becker kbecker@spokanecity.org 625-6392
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Kris Becker, Interim Director, CED
<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)	Budget, Comprehensive Plan (Chapter 8)
<b>Strategic Initiative:</b>	Economic Development – Ensure businesses, both new and existing feel connected and valued in our community to continue economic growth
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO
<p><u>Background/History:</u></p> <p>In the last two years, the Historic Preservation Department has greatly expanded the number of properties listed on the Spokane Register of Historic Places through the creation of the Browne’s Addition Local Historic District (and currently working on the Cannon Streetcar Suburb Historic District). With the number of protected properties continuing to grow and more initiatives undertaken by the department, it is not tenable for one employee to staff the program alone. To continue exploring economic development opportunities with historic buildings, the department needs additional professional staff.</p> <p>City Council passed an SBO earlier this year to create a second full-time exempt position in Historic Preservation. The department would like to convert this exempt position to a classified Civil Service position in order to utilize the existing job classification of Planning Specialist for recruitment and hiring. An SBO is required to eliminate the existing exempt position and create a new classified position. This change is cost neutral.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>Funding for a second position in Historic Preservation was approved in the 2021 budget.</i></li> <li>• <i>An SBO is required to convert the existing exempt position to a classified Civil Service position.</i></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:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

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

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, 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:	0470-53610	Historic Preservation	
	58620-08280	Historic Preservation Specialist	\$ 29,703
		(pos# 828001, from 1 to 0 position)	
TO:	0470-53610	Historic Preservation	
	58620-02250	Planning Specialist	\$ 29,703
		(from 0 to 1 pos # 225 )	

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 reclass the vacant Historic Preservation Specialist position to a Planning Specialist position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	Risk Management Department
<b>Subject:</b>	Renewal of Insurance Coverage
<b>Date:</b>	August 2, 2021
<b>Author (email &amp; phone):</b>	Mike Ormsby
<b>City Council Sponsor:</b>	Councilwoman Wilkerson
<b>Executive Sponsor:</b>	Mike Ormsby
<b>Committee(s) Impacted:</b>	Sustainability
<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 and Sustainable Operations
<b>Deadline:</b>	August 31, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Receive City Council approval for City's Insurance Package to be effective September 1, 2021
<b><u>Executive Summary:</u></b> City staff have been working with our insurance underwriters to both review our insurance needs and have in place appropriate insurance policies when our current policies expire on August 31, 2021	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## **BRIEFING PAPER**

### **City of Spokane**

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#### **Subject**

Contract authorizing Willis Towers Watson of Seattle, the City's insurance broker (the "Broker"), to purchase insurance policies for the City of Spokane.

#### **Background**

Each year our broker markets the City's insurance needs and brings forward insurance proposals. The policies included in the proposed renewal are below. The Broker is shopping these policies to various national and international insurance carriers. While the Broker (and therefore the City) do not yet have premium quotes for these policies, we have listed the premiums for the 2020-2021 Insurance Coverage year to give you a basis for comparison for what we expect to bring forward to you for approval at the City Council Meeting on either August 23, 2021 or August 30, 2021.

#### **Impact**

The City is self-insured and purchases excess insurance coverage to limit financial exposure. This excess coverage protects the City in the event a qualifying event exceeds our self-insured retention limits. Without excess coverage, the City would have to cover the full cost of a qualifying event. The total cost for the 2020-2021 renewal was \$2,383,856. We have been told to expect a "blended premium increase" in the five to eight percent range.

#### **Action**

Approve agenda item.

#### **Funding**

Risk, Worker's Comp, Water/Wastewater, Streets, Fire, Solid Waste Disposal 2021-2022.

#### **Worker's Compensation/Crime/Liability/Cyber**

<b>Coverage</b>	<b>Carrier</b>	<b>Option</b>	<b>Premium for 2020-2021</b>
Workers Compensation		SIR \$1.25M For all Classes	\$201,810.00
Workers Compensation		Split SIR \$1.5M for Police, Fire, & Volunteer police \$1.25M for others	\$185,363.00

Workers Compensation		SIR of \$1.5M for all classes	\$175,139.00
Crime		Option 1 Per Expiring	\$21,407.00
Equipment Floater		Option 1	\$36,926.00
Excess Liability - Auto, GL and EXLI		Option 1	\$513,670.00
Excess Liability - Auto, GL and EXLI		Option 2	\$462,117.00
Excess Liability \$10M xs \$10M xs SIR		Option 1	\$150,105.00
Cyber		Option 1	\$49,630.00
Subtotal			\$1,796,167.00

### Equipment Property Coverage

Coverage	Carrier	Option	Premium
General Property		Option 1	**
Upriver Dam (\$1M Limit of Liab)		Option 1	**
Waste Water Treatment (\$1M Limit of Liab)		Option 1	\$64,152.00
Waste to Energy -covered by MunichRe, etal		N/A	\$523,537.00
Subtotal			\$587,689.00
<b>Total</b>			<b>\$2,383,856.00</b>

### Conclusion

Staff will be in attendance at the Public Safety Committee Meeting to respond to any questions that you may have.

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Legal
<b>Subject:</b>	Financial Support for "Way Out Shelter"
<b>Date:</b>	July 26, 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>	Councilwoman Wilkerson
<b>Executive Sponsor:</b>	Michael Ormsby
<b>Committee(s) Impacted:</b>	Public Safety and Finance and Administration
<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 and Strategic Planning
<b>Strategic Initiative:</b>	Provide Programming and Support for those seeking to transition out of Homelessness.
<b>Deadline:</b>	September 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Provide support for the commitment of the City to provide annual support (along with Spokane County) to the Salvation Army for this program.
<b><u>Executive Summary:</u></b> The City and County committed to spend \$500,000 per year each to provide support for the Way Out Shelter operated by the Salvation Army. This Resolution memorializes this commitment.	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## RESOLUTION NO. 2021-\_\_\_\_

A Resolution of the City Council of the City of Spokane to revise the Appropriation of Homeless Housing and Assistance Act (HHAA) funds between the City of Spokane Community Housing and Human Services (CHHS) Department and the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto.

**WHEREAS**, the Spokane City Council approved resolution 2019-1599 on December 17, 2019 that awarded HHAA funding to the City of Spokane for a regional targeted-capacity emergency shelter for the period of January 1, 2020 through December 31, 2025; and

**WHEREAS**, due to The Salvation Army becoming the owner and operator of the regional targeted-capacity shelter, also called The Way Out Center, the five (5) year commitment to support funding the regional shelter's operations and maintenance costs is hereby transferred from the City of Spokane, pursuant to resolution 2019-1599, signed on December 17, 2019, to The Salvation Army; and

**WHEREAS**, in order to support a regional effort to end homelessness, the City of Spokane desires to appropriate funds to, and contract with, The Salvation Army, for a Regional Targeted Capacity Emergency Shelter's operations and maintenance for a five (5) year period from July 1, 2021 through June 30, 2026, and

**WHEREAS**, the recommendation is for a five (5) year commitment to help support funding the regional shelter's operations and maintenance costs in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually, not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the five (5) year period; and

**WHEREAS**, the five (5) year commitment is contingent based on the ongoing availability of the ongoing availability of homeless funding from the City of Spokane, City of Spokane Valley, Spokane County and private resources, ensuring the regional service assurances are met in that the shelter is accessible and available to all Spokane County residents, including the provisions of transportation needs, adequate bed space and reasonable/secure storage of personal property for individuals served, necessary Interlocal Operating Agreements are in place, and the facility is ready and operational prior to the release of the funding.

**WHEREAS**, the CHHS Department will work with the Spokane County CHSCD Department to ensure reporting consistency, where possible, with their respective Operations and Maintenance Contracts with The Salvation Army for the regional targeted-capacity shelter; and

**WHEREAS**, the Parties are still working on the long-term funding framework as a region to achieve the above, the City of Spokane will commit an additional \$1,000,000 to apply

to the budgeted operating gap for the startup period of the Way Out Shelter estimated to commence on or about October 1, 2021 through the end of 2022. The City of Spokane requests quarterly reviews and subsequent yearly budgets with TSA with financial commitment from regional public entities and an effort to establish new partnership from private sector investors for the first five year term and beyond.

**NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that the revised five (5) year commitment to support funding the regional targeted-capacity shelter's operations and maintenance costs shift from the City of Spokane to The Salvation Army be approved, as described above, and to initiate a corresponding agreement; and subsequent additional one time initial term funding commitment for up to one million dollars (\$1,000,000) as described herein..

NOW, THEREFORE – BE IT RESOLVED that the appropriate officials of the City are authorized to implement the provisions of this Resolution.

ADOPTED by the City Council this \_\_\_\_\_ day of August, 2021.

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City Clerk

Approved as to Form:

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Assistant City Attorney

## Briefing Paper

### (Public Safety & Community Health)

<b>Division &amp; Department:</b>	Municipal Court
<b>Subject:</b>	Rebranding: Probation to Community Justice Services
<b>Date:</b>	August 2, 2021
<b>Contact (email &amp; phone):</b>	<a href="mailto:hdelaney@spokanecity.org">hdelaney@spokanecity.org</a> / 509-625-4400
<b>City Council Sponsor:</b>	L. Kinnear
<b>Executive Sponsor:</b>	J. Perkins
<b>Committee(s) Impacted:</b>	Public Safety & 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)	Strategic Plan – Safe & Healthy
<b>Strategic Initiative:</b>	Advance public safety through criminal justice reform
<b>Deadline:</b>	9/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Will assist in changing the Probation Department's public image to better align with its operational transition to evidence-based supervision practices and launch of a supported release pilot program.
<p><u>Background/History:</u></p> <p>The Probation Department has operated on a status quo basis for nearly 30 years, using traditional supervision approaches that have not kept pace with the evolution of evidence-based supervision practices. As part of the Court's criminal justice reform initiatives, the Probation Department is completing a transition from a quasi-law enforcement supervision model to a more evidence-based quasi-therapeutic/social work based model in advance of the launch of its supportive release pilot.</p> <p>Although the department will still operate under the authority of Rule 11 of the Administrative Rules for Courts of Limited Jurisdiction and SMC 03.01A.710, rebranding the department from "Probation" to "Community Justice Services" will better align the organization's title with its operational modality and reduce organizational and public stigma associated with the name "Probation Department".</p> <p>Along with this change in the formal title of the organization, Civil Service is contemporaneously working on changing position titles within the organization from "Probation Officers" and "Probation Specialists" to "Community Justice Counselors and Community Justice Specialists".</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Change all references in the Spokane Municipal Code to "Probation" to "Community Justice Services", as part of the Court's criminal justice reform efforts.</li> <li>• Does not alter the supervision authority or procedures set forth in Rule 11 of the Administrative Rules for Courts of Limited Jurisdiction and SMC 03.01A.71.</li> <li>• Better aligns the organization's title with its operational modality and reduces organizational and public stigma associated with the name "Probation Department"</li> </ul>	
<p><u>Budget Impact: No impact</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p>	

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: Amend City ordinances referencing "Probation Dept"

Known challenges/barriers: None

## ORDINANCE C- \_\_\_\_\_

An ordinance relating to the Municipal Court's Probation Department and services; amending sections 3.01A.710, 5A.05.020, 5A.11.005, 5A.11.030, 5A.11.030 and 10.07.038 of the Spokane Municipal Code.

Now, therefore, the City of Spokane does ordain:

Section 1. That Section 3.01A.710 of the Spokane Municipal Code is amended to read as follows:

### **3.01A.710 ((~~Probation~~)) Community Justice Services**

1. The ((~~probation~~)) community justice services department, which performs the function of a misdemeanor probation department under the authority provided in Rule 11 of the Administrative Rules for Courts of Limited Jurisdiction, supervises offenders placed on ((~~probation~~)) supervision by the municipal court to ensure compliance with court orders, supervises conditions of pre-trial release, refers offenders to various community agencies for programs, facilitates evidence based programs proven to reduce re-offense, conducts pre and post sentence investigations, conducts financial screening for public defense services, and works with law enforcement and community agencies to promote offender compliance and rehabilitation and promote victim and community safety.
2. The person responsible for the administrative oversight and day-to-day management of the ((~~probation~~)) community justice services department is appointed by presiding judge of the municipal court upon a majority vote of judges present at a regularly scheduled judges' meeting.

Section 2. That Section 5A.05.020 of the Spokane Municipal Code is amended to read as follows:

### **5A.05.020 Other Judicial Officers**

Judges Pro Tem.

1. Pursuant to RCW 3.50.090, the presiding municipal court judge may designate one or more persons as judges pro tem to serve in the absence or disability of the elected or duly appointed judges of the court, subsequent to the filing of an affidavit of prejudice, or in addition to the elected or duly appointed judges when the administration of justice and the accomplishment of the work of the court make it necessary.
2. The qualifications of a judge pro tempore shall be the same as for judges as provided under RCW 3.50.040, except that a judge pro tempore need not be a resident of the City or County of Spokane.

3. Judges pro tempore shall have all of the powers of the duly appointed or elected judges when serving as judges pro tempore of the court.
  4. Before entering his or her duties, each judge pro tempore shall take, subscribe, and file an oath as is taken by a duly appointed or elected judge.
  5. Judges pro tempore shall receive, and the City shall pay, compensation as fixed by ordinance. The compensation of a judge pro tem shall be one hundred twenty-five dollars per half-day of service.
  6. The City shall have authority to appoint a district judge as its municipal judge when the municipal judge is not required to serve full time. In the event of the appointment of a district judge, the City shall pay a pro rata share of the salary.
- B. Court Commissioners.
1. Pursuant to RCW 3.50.075, one or more court commissioners may be appointed by the presiding judge of the municipal court. Each commissioner holds office at the pleasure of the appointing judge.
  2. A commissioner authorized to hear or dispose of cases must be a lawyer who is admitted to practice law in the State of Washington or a nonlawyer who has passed, prior to January 1, 2003, the qualifying examination for lay judges for courts of limited jurisdiction under RCW 3.34.060.
  3. On or after July 1, 2010, when serving as a commissioner, the commissioner does not have authority to preside over trials in criminal matters or jury trials in civil matters unless agreed to on the record by all parties.
  4. A commissioner need not be a resident of the City or County of Spokane.
  5. Full-time commissioners shall receive compensation equivalent to between seventy-five percent (75%) and eighty percent (80%) of the salary set for a Spokane Municipal Court judge under the provisions of Section 05A.05.040(B) of the Spokane Municipal Code.

In the event the Presiding Judge, in consultation with the Associate Judges, elects to name a Court Commissioner as the Administrative Court Commissioner, with additional duties related to functions associated with unfilled positions for Court Administrator and (~~Chief Probation Officer~~) Director of Community Justice Services, the Administrative Court Commissioner shall receive compensation equivalent to between ninety percent (90%) and ninety-five percent (95%) of the salary set for a Spokane Municipal Court judge under the provisions of Section 05A.05.040(B) of the Spokane Municipal Code.

Newly appointed court commissioners or administrative court commissioners may be placed at any percentage of a Spokane Municipal Court judge's salary within the specified ranges, at the discretion of the Presiding Judge. Salary increases will not occur annually on an automatic basis, but will be approved or disapproved and established on an annual basis based upon an individual commissioner receiving a satisfactory rating on that commissioner's annual performance review. Performance reviews shall be conducted by the Presiding Judge, in consultation with the Associate Judges, on the annual anniversary date of each commissioner's appointment as a commissioner, or as soon thereafter as may be practical.

Section 3. That Section 5A.11.005 of the Spokane Municipal Code is amended to read as follows:

#### **5A.11.005 Sentencing Policy of the City of Spokane**

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

Section 4. That Section 5A.11.020 of the Spokane Municipal Code is amended to read as follows:

#### **5A.11.020 Suspension or Deferral of Sentences**

Unless otherwise provided by state law, the court shall have the following sentencing authority:

- A. Pursuant to RCW 3.50.320, after a conviction, the court may impose sentence by suspending all or a portion of the defendant's sentence or by deferring the sentence of the defendant and may place the defendant on ~~((probation))~~ post disposition supervision for a period of no longer than two years and prescribe the conditions thereof.
  - 1. A defendant who has been sentenced, or whose sentence has been deferred, and who then fails to appear for any hearing to address the defendant's compliance with the terms of ~~((probation))~~ post disposition supervision when ordered to do so by the court, shall have the term of ~~((probation))~~ post disposition supervision tolled until such time as the defendant makes his or her presence known to the court on the record.
  - 2. During the time of the deferral, the court may, for good cause shown, permit a defendant to withdraw the plea of guilty, permit the defendant to enter a plea of not guilty, and dismiss the charges.
- B. Pursuant to RCW 3.50.330, for a period not to exceed five years after imposition of sentence for a defendant sentenced under RCW 46.61.5055 and two years after imposition of sentence for all other offenses, the court shall have continuing jurisdiction and authority to suspend or defer the execution of all or any part of the sentence upon stated terms, including installment payment of fines.

1. A defendant who has been sentenced, or whose sentence has been deferred, and who then fails to appear for any hearing to address the defendant's compliance with the terms of ~~((probation))~~ post disposition supervision when ordered to do so by the court, shall have the term of ~~((probation))~~ post disposition supervision tolled until such time as the defendant makes his or her presence known to the court on the record.
  2. The jurisdiction period in this section does not apply to the enforcement of orders issued under RCW 46.20.720.
  3. Any time before entering an order terminating ~~((probation))~~ post disposition supervision, the court may modify or revoke its order suspending or deferring the imposition or execution of the sentence.
- C. Pursuant to RCW 3.50.340, deferral of sentence and suspension of execution of sentence may be revoked if the defendant violates or fails to carry out any of the conditions of the deferral or suspension.
1. Upon the revocation of the deferral or suspension, the court shall impose the sentence previously suspended or any unexecuted portion thereof. In no case shall the court impose a sentence greater than the original sentence, with credit given for time served and money paid on fine and costs.
  2. Any time before entering an order terminating ~~((probation))~~ post disposition supervision, the court may revoke or modify its order suspending the imposition or execution of the sentence.
  3. If the ends of justice will be served and when warranted by the reformation of the ~~((probationer))~~ supervisee, the court may terminate the period of ~~((probation))~~ post disposition supervision and discharge the person so held.

Section 5. That Section 5A.11.030 of the Spokane Municipal Code is amended to read as follows:

#### **5A.11.030 Offender Supervision by Another State**

- A. If a person placed on ~~((probation))~~ post disposition supervision for one year or more for a misdemeanor or gross misdemeanor by a municipal court requests permission to travel or transfer to another state, the assigned ~~((probation officer))~~ community justice services counselor shall determine whether such request is subject to RCW 9.94A.745, the interstate compact for adult offender supervision. If such request is subject to the compact, the ~~((probation officer))~~ community justice services counselor shall:

1. notify the department of corrections of the ((~~probationer's~~)) supervisee's request;
  2. provide the department of corrections with the supporting documentation it requests for processing an application for transfer;
  3. notify the ((~~probationer~~)) supervisee of the fee due to the department of corrections for processing an application under the compact;
  4. cease supervision of the ((~~probationer~~)) supervisee while another state supervises the probationer pursuant to the compact;
  5. resume supervision if the ((~~probationer~~)) supervisee returns to this state before the term of ((~~probation~~)) supervision expires.
- B. The ((~~probationer~~)) supervisee shall receive credit for time served while being supervised by another state.
- C. Pursuant to RCW 3.50.355, if the ((~~probationer~~)) supervisee is returned to the state at the request of the receiving state under rules of the interstate compact for adult offender supervision, the department of corrections is responsible for the cost of returning the ((~~probationer~~)) supervisee.
- D. Pursuant to RCW 3.50.355, the City of Spokane and its employees are not liable for civil damages resulting from any act or omission authorized or required under this section unless the act or omission constitutes gross negligence.

Section 6. That Section 10.07.038 of the Spokane Municipal Code is amended to read as follows:

#### **10.07.038 Rendering Criminal Assistance in the Second Degree**

- A. A person is guilty of rendering criminal assistance in the second degree if he renders criminal assistance to a person who has committed or is being sought for a class B or class C felony or an equivalent juvenile offense or to someone being sought for violation of parole, ((~~probation~~)) post disposition supervision or community supervision.
- B. Rendering criminal assistance in the second degree is a:
1. misdemeanor if it is established by a preponderance of the evidence that the actor is a "relative" as defined in SMC 10.07.036 or RCW 9A.76.060;
  2. gross misdemeanor in all other cases.

PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	City Legal
<b>Subject:</b>	Drug Violators – Diversion – Penalty
<b>Date:</b>	July 9, 2021
<b>Contact (email &amp; phone):</b>	Mike Ormsby <a href="mailto:mormsby@spokanecity.org">mormsby@spokanecity.org</a> (509) 625-6225
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PSCHC
<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:**

In February of 2021, the Washington Supreme Court in State v. Blake, 197 Wn.2d 170 (2021) ruled constitutional RCW 69.50 4013(1) (regarding the simple possession of controlled substances) because it did not require proof of a mental state. Without proof of “knowledge” or “intent”, such convictions violate due process. Blake effectively invalidated all convictions for simple possession, including those prosecuted under the City’s municipal code, which mirrored state law in its elements of proof.

In response to Blake, the Washington legislature passed ESB 5476, which amended the drug possession statute in several ways. First, the legislature added the word “knowing”, which corrected the constitutional defect identified in Blake.

Second, as to penalty, the legislature established drug possession as a simple misdemeanor, reducing it from its prior categorization as a felony. These changes expire on July 1, 2023 and therefore may be extended or further revised on or before that date. The legislature also added the mental state of “knowing” to possession of marijuana, possession of counterfeit drugs and legend drugs. They also decriminalized the use of drug paraphernalia for purposes of “ingesting or injecting or otherwise introducing drugs into the body.” It is still a misdemeanor, however, use drug paraphernalia to cultivate or to grow.

As to enforcement, law enforcement officers who encounter individuals in violation of this law are required to offer a referral to treatment and services in lieu of jail booking and referral to the prosecutor if the alleged violation is the person’s first or second violation. Additionally, the law encourages, but does not require, prosecutors to divert possession cases for treatment and services.

Executive Summary:

- The proposed ordinance incorporates the revised drug possession offenses and their penalties into the Spokane Municipal Code, ensuring that these crimes may be prosecuted in the Spokane Municipal Court.

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:

## **ORDINANCE NO. C \_\_\_\_\_**

An ordinance relating to crimes involving drug possession, enacting new sections 10.15.225, 10.15.230, 10.15.235 and 10.15.240 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That there is adopted a new section 10.15.225 of the Spokane Municipal Code to read as follows:

Section 10.15.225 Unlawful Possession of a Counterfeit Substance - misdemeanor

RCW 69.50.4011, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein, including penalties. The penalty for violation of this section is a fine not to exceed one thousand dollars, or imprisonment for not more than ninety days, or both such fine and imprisonment.

**Section 2.** That there is adopted a new section 10.15.230 of the Spokane Municipal Code to read as follows:

Section 10.15.230 Unlawful Possession of a Controlled Substance - misdemeanor

RCW 69.50.4013, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein, including penalties. The penalty for violation of this section is a fine not to exceed one thousand dollars, or imprisonment for not more than ninety days, or both such fine and imprisonment.

**Section 3.** That there is adopted a new section 10.15.235 of the Spokane Municipal Code to read as follows:

Section 10.15.235 Unlawful Possession of 40 grams or less of Marijuana – misdemeanor

RCW 69.50.4014, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein, including penalties. The penalty for violation of this section is a fine not to exceed one thousand dollars, or imprisonment for not more than ninety days, or both such fine and imprisonment.

**Section 4.** That there is adopted a new section 10.15.240 of the Spokane Municipal Code to read as follows:

Section 10.15.240 Unlawful Possession of a Legend Drug – misdemeanor

RCW 69.41.030(2)(b), as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein, including penalties. The penalty for violation of this

section is a fine not to exceed one thousand dollars, or imprisonment for not more than ninety days, or both such fine and imprisonment.

**Section 5.** That there is adopted a new section 10.15.245 of the Spokane Municipal Code to read as follows:

Section 10.15.245 Unlawful Use of Drug Paraphernalia

RCW 69.50.412, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein, including penalties. The penalty for violation of this section is a fine not to exceed one thousand dollars, or imprisonment for not more than ninety days, or both such fine and imprisonment.

**Section 6.** That there is adopted a new section 10.15.250 of the Spokane Municipal Code to read as follows:

Section 10.15.250 Referral, Assessment and Diversion of Drug Violators

(1) For all individuals who otherwise would be subject to arrest for violations of RCW 69.50.4011, RCW 69.50.4013, RCW 69.50.4014 and RCW 69.41.030(2)(b), in lieu of jail booking and referral to the prosecutor, law enforcement shall offer a referral to assessment and services available pursuant to RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include the recovery navigator program established under state law.

(2) If law enforcement agency records reflect that an individual has been diverted to referral for assessment and services twice or more previously, officers may, but are not required to, make additional diversion efforts.

(3) Nothing in this section precludes prosecutors from diverting or declining to file any charges for possession offenses that are referred under RCW 69.50.4011, RCW 69.50.4013, RCW 69.50.4014 and RCW 69.41.030(2)(b) in the exercise of their discretion.

**Section 7.** SMC sections 10.15.100 and 10.15.120 and Chapter 10.15A SMC are hereby repealed.

# Possession of Controlled Substance Referral Form

Report Number: \_\_\_\_\_ Date: \_\_\_\_\_ Agency: SPD SCSO SVPD LLPD

Suspect: \_\_\_\_\_ DOB: \_\_\_\_\_ Evidence on Property: ☐ Yes OR ☐ No

A police officer has determined that there is probable cause to believe you are in possession of a controlled substance in violation of Washington State law. See RCW 69.50.4011, 69.50.4013, 69.50.4014, or 69.41.030. The law requires referral to treatment for the first two offenses. It is your responsibility to choose a provider, schedule an appointment, and participate in treatment. Costs associated with any treatment are your responsibility. There may be resources available to help cover these costs. This documentation may be used to establish that you have received prior deferral opportunities.

**\*\* CHECK APPROPRIATE BOX AND FOLLOW PROCEDURES DOCUMENTED IN THAT PARAGRAPH \*\***

☐ **Treatment Referral ONLY** **\*\*REQUIRED for 1<sup>st</sup> and 2<sup>nd</sup> incidents where there is probable cause that the referred individual is in possession of a controlled substance\*\*** The referring officer shall provide a copy of the completed form to the referred individual to take to one of the listed treatment agencies. The referral form will be documented in law enforcement records. This is the ☐ 1<sup>st</sup> OR ☐ 2<sup>nd</sup> treatment referral for this individual, per check of \_\_\_\_\_ database.

☐ **Referral to Prosecutor** Probable cause exists for the following charges: \_\_\_\_\_. Law enforcement records reflect two or more previous treatment referrals for the referred individual. A copy of this form, the incident report documenting probable cause for the offenses, and proof of prior referrals shall be sent to the appropriate prosecuting agency. The case may be filed as a criminal charge. The referred individual may pursue treatment while the referral to the prosecuting authority is pending.

**I certify under the penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.**

Signature of Officer: \_\_\_\_\_ Date: \_\_\_\_\_ Place: \_\_\_\_\_ (City/County)

AGENCY	ADDRESS	PHONE
Adept-Deer Park Recovery	104 W. Crawford St., Deer Park, WA	509-276-2797
Adept-Colville Assessment Center	218 N Oak St., Colville, WA	509-684-5867
Adept-Spokane Assessment Center	1321 N. Ash St., Spokane, WA	509-327-3120
CAMAS	934 S. Garfield Rd., Airway Heights, WA	509-789-7630
Gateway Counseling Service	140 S Arthur St., Suite 665, Spokane, WA	509-532-8855
New Horizon (Main Office)	701 E. 3 <sup>rd</sup> Ave., Spokane, WA	509-838-6092
New Horizons (Valley)	15407 E. Mission St., Spokane, WA	509-927-1543
Pioneer Counseling Services (PCS)	910 W. Boone Ave., Suite 201 Spokane, WA	509-325-7232
Riverside Recovery Center	3710 N. Monroe St., Spokane, WA 99205	509-328-5234
Sparc (Out Patient)	1508 W. 6th Ave., Spokane, WA 99204	509-624-5228
Spokane Tribe of Indians (Accepts all Tribes)	6228 W. Old School Rd., Wellpinit, WA	509-258-7502
Social Treatment Opportunity Program	104 S. Freya, #206 Blue Flag Bldg Spokane, WA	509-927-3668
Spokane Treatment & Recovery Svcs	312 W. 8th Ave., Spokane, WA	509-477-4650
Veterans Medical Center	4815 N. Assembly, Dept. 116 SATP Spokane, WA	509-434-7014
YFA/Stepps	22 S. Thor St., Spokane, WA	509-532-2000

# Briefing Paper

## PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Contract for Green Fleet (EV & Biofuel) Implementation Plan Development
<b>Date:</b>	8/2/2021
<b>Contact (email &amp; phone):</b>	Richard Giddings – (509) 710-5500, rgiddings@spokanecity.org
<b>City Council Sponsor:</b>	CM Lori Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Infrastructure and Sustainability
<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)	RCW 43.19.648
<b>Strategic Initiative:</b>	Clean Sustainable Fleet
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones)	Council approval of Contract with Frontier Energy for the Green Fleet (EV & Biofuel) Implementation Development Plan.
<p><b>Background/History:</b> On 6/14/21 the City received responses to RFP #5419-21 Green Fleet (EV &amp; Biofuel) Implementation Plan Development. Eight (8) responses were received. An Evaluation Committee, consisting of members from multiple departments across the City, evaluated all responses. Frontier Energy's proposal was scored the highest. The contract will be for creating a plan that outlines the actions and steps required to comply with RCW 43.19.648 and any RCW's, WAC, Ordinances, or other documents related to RCW 43.19.648. Under the contract, the City anticipates Frontier Energy will present a document that the City will ultimately adopt as its plan for transforming the City's Fleet to vehicles fueled by Electricity or Biofuel including related vehicle charging and fueling infrastructure. The proposed cost is \$97,755 not including sales tax.</p>	
<p><b>Executive Summary:</b>          Fleet Services is seeking Council approval to enter into a contract with Frontier Energy for the Green Fleet (EV &amp; Biofuel) Implementation Plan Development. Under the terms of the contract, Frontier Energy will:</p> <ol style="list-style-type: none"> <li>1. Analyze the City's fleet including fuel type and consumption collecting data on all vehicles including age, mileage, class, and usage.</li> <li>2. Develop a replacement plan that completely replaces the fleet with electric or clean fuel vehicles, identifying timeframes, fuel type, and cost.</li> <li>3. Develop an alternative fuel and infrastructure plan also defining timeframes and costs.</li> <li>4. Identify funding strategies available to the city.</li> <li>5. The plan should identify goals and milestones.</li> </ol> <p>Funding for this contract is in the Fleet Services budget. Total cost is \$97,755 not including sales tax.</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Transportation Improvement Board Grant Program
<b>Date:</b>	8/2/2021
<b>Contact (email &amp; phone):</b>	Kevin Picanco, <a href="mailto:kpicanco@spokanecity.org">kpicanco@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist – Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Applications due August 13 <sup>th</sup> , 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve ICM staff moving forward with grant applications
<p><u>Background/History:</u></p> <p>The Washington State Transportation Improvement Board (TIB) has advertised a Call for Projects for the TIB Urban Arterial Program (UAP) and TIB Urban Sidewalks program. Total available TIB funding for our region for this grant cycle is \$7.7M for the TIB-UAP and \$1.1M for Urban Sidewalk program.</p> <p>The goal of the TIB-Urban Arterial program is to address and improve roadway mobility and safety. Projects must fall within one of four bands defined by TIB for grant scoring purposes: 1) Physical Condition (improve poor pavement condition), 2) Mobility (addressing/improving traffic congestion), 3) Safety (counter measures to address documented correctable crashes), and 4) Community Development (support current and near term growth and development).</p> <p>The objective of the TIB – Urban Sidewalk program is to improvement pedestrian mobility and safety through construction of sidewalk along arterial roadways.</p> <p>We anticipate submitting the planned Ray-Thor (17<sup>th</sup> Ave. to Hartson) Reconstruction project as our 2021 TIB-UAP grant application. We anticipate submitting the Haven St. Sidewalk Infill (Market St. to Market St.) as our 2021 TIB-Urban Sidewalks grant application.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Apply for TIB-Urban Arterial Program funding at one location: Ray-Thor St. (17<sup>th</sup> to Hartson)</li> <li>• Apply for TIB-Urban Sidewalks Program funding at one location: Haven St. Sidewalk Infill (Market St. to Market St.)</li> <li>• Local Match: minimum 20%</li> <li>• Project selections will be made by the TIB board approximately November, 2021.</li> </ul>	

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Legal
<b>Subject:</b>	Financial Support for “Way Out Shelter”
<b>Date:</b>	July 26, 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>	Councilwoman Wilkerson
<b>Executive Sponsor:</b>	Michael Ormsby
<b>Committee(s) Impacted:</b>	Public Safety and Finance and Administration
<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 and Strategic Planning
<b>Strategic Initiative:</b>	Provide Programming and Support for those seeking to transition out of Homelessness.
<b>Deadline:</b>	September 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Provide support for the commitment of the City to provide annual support (along with Spokane County) to the Salvation Army for this program.
<b><u>Executive Summary:</u></b> The City and County committed to spend \$500,000 per year each to provide support for the Way Out Shelter operated by the Salvation Army. This Resolution memorializes this commitment.	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## RESOLUTION NO. 2021-\_\_\_\_

A Resolution of the City Council of the City of Spokane to revise the Appropriation of Homeless Housing and Assistance Act (HHAA) funds between the City of Spokane Community Housing and Human Services (CHHS) Department and the Salvation Army for the purpose of funding a regional targeted-capacity emergency shelter called The Way Out Center for the period of July 1, 2021 through June 30, 2026 and other matters relating thereto.

**WHEREAS**, the Spokane City Council approved resolution 2019-1599 on December 17, 2019 that awarded HHAA funding to the City of Spokane for a regional targeted-capacity emergency shelter for the period of January 1, 2020 through December 31, 2025; and

**WHEREAS**, due to The Salvation Army becoming the owner and operator of the regional targeted-capacity shelter, also called The Way Out Center, the five (5) year commitment to support funding the regional shelter's operations and maintenance costs is hereby transferred from the City of Spokane, pursuant to resolution 2019-1599, signed on December 17, 2019, to The Salvation Army; and

**WHEREAS**, in order to support a regional effort to end homelessness, the City of Spokane desires to appropriate funds to, and contract with, The Salvation Army, for a Regional Targeted Capacity Emergency Shelter's operations and maintenance for a five (5) year period from July 1, 2021 through June 30, 2026, and

**WHEREAS**, the recommendation is for a five (5) year commitment to help support funding the regional shelter's operations and maintenance costs in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually, not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the five (5) year period; and

**WHEREAS**, the five (5) year commitment is contingent based on the ongoing availability of the ongoing availability of homeless funding from the City of Spokane, City of Spokane Valley, Spokane County and private resources, ensuring the regional service assurances are met in that the shelter is accessible and available to all Spokane County residents, including the provisions of transportation needs, adequate bed space and reasonable/secure storage of personal property for individuals served, necessary Interlocal Operating Agreements are in place, and the facility is ready and operational prior to the release of the funding.

**WHEREAS**, the CHHS Department will work with the Spokane County CHSCD Department to ensure reporting consistency, where possible, with their respective Operations and Maintenance Contracts with The Salvation Army for the regional targeted-capacity shelter; and

**WHEREAS**, the Parties are still working on the long-term funding framework as a region to achieve the above, the City of Spokane will commit an additional \$1,000,000 to apply

to the budgeted operating gap for the startup period of the Way Out Shelter estimated to commence on or about October 1, 2021 through the end of 2022. The City of Spokane requests quarterly reviews and subsequent yearly budgets with TSA with financial commitment from regional public entities and an effort to establish new partnership from private sector investors for the first five year term and beyond.

**NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that the revised five (5) year commitment to support funding the regional targeted-capacity shelter's operations and maintenance costs shift from the City of Spokane to The Salvation Army be approved, as described above, and to initiate a corresponding agreement; and subsequent additional one time initial term funding commitment for up to one million dollars (\$1,000,000) as described herein..

NOW, THEREFORE – BE IT RESOLVED that the appropriate officials of the City are authorized to implement the provisions of this Resolution.

ADOPTED by the City Council this \_\_\_\_\_ day of August, 2021.

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City Clerk

Approved as to Form:

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Assistant City Attorney