

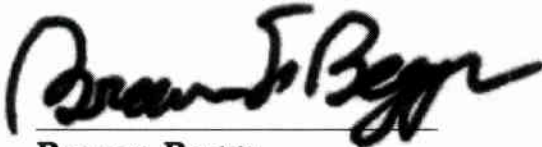
**SPECIAL MEETING NOTICE OF THE
PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE**

The regularly scheduled September 6, 2021, meeting of the Public Safety & Community Health (PSCH) Committee has been canceled. A special meeting of the PSCH Committee will be held remotely on August 30, 2021 at 1:15 p.m.

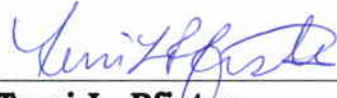
The Spokane City Council's PSCH Committee meeting will be held virtually via WebEx at **1:15 p.m. on Monday, August 30, 2021.**

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 meeting of the whole City Council. The PSCH Committee meeting is regularly held every 1st Monday of each month at 1:15 p.m. unless otherwise posted.

The public will be able to tune into the meeting by viewing the meeting live at Channel 5, or at <https://my.spokanecity.org/citycable5/live>, or by calling 1-408-418-9388 and entering the access code #146 213 7305.



**Breean Beggs
Council President**



**Terri L. Pfister
Spokane City Clerk**

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING
AGENDA FOR MONDAY, AUGUST 30, 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 30, 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**
 - [August 2, 2021 PSCHC Meeting](#)
- III. Reports/Updates – Briefing Papers Only, No Discussion**
 1. [OPO Monthly Update – July 2021](#)
 2. [Photo Red Update \(SPD\)](#)
 3. [Sit and Lie Report \(SPD\)](#)
 4. [September Strategic Initiatives Report \(SPD\)](#)
- IV. Consent Agenda – Briefing Papers Only, No Discussion**
 1. [WTSC Interagency Agreement for WTSC Priorities \(SPD\)](#)
 2. [WTSC Interagency Agreement for Law Enforcement Liaison Program \(SPD\)](#)
 3. [Application Approval for DOJ's Office on Violence Against Women FY2021 Firearms Technical Assistance Project Pilot Sites Initiative \(SPD\)](#)
 4. [Purchase of Scott/3M Self-Contained Breathing Apparatus \(SCBA\) \(SFD\)](#)
 5. [2021-2023 Spokane County System Demonstration Grant Agreement \(Consolidated Homeless Grant\) \(CHHS\)](#)
 6. [Approval of Contract Amendment for Special Counsel Contract \(Legal\)](#)
- V. Strategic Plan Session – Safe & Healthy**
 - Strategic Priority: Integrated 911/Dispatch
 - NONE
 - Strategic Priority: Integrated Response
 - [SPD Adopts Online 911 Reporting for Non-emergency Incidents – CM Kinnear \(2 minutes\)](#)
 - Strategic Priority: Criminal Justice Reform

- Community Court Update – Seth Hackenberg (5 minutes)
- Strategic Priority: City-Wide Clean & Safe
 - NONE

VI. Discussion Items

1. Staff Requests

- Proposed AMR Contract Amendment for Utilization of BLS Ambulances in the COS Emergency Medical System – Chief Schaeffer (10 minutes)

2. Council Requests

- Purchase of PepperBall Systems & Broader Discussion about SBO Resulting from Criminal Justice Legislation – CM Kinnear (15 minutes)
- Continued Discussion about Local Implementation of New Drug Possession Laws – CP Beggs (10 minutes)
- Discussion about Capital Funds SBO – CM Kinnear (15 minutes)
- Update on Current Status and Enforcement of Mosquito Devises – CM Burke (5 minutes)
- Update on SFD Vacancies – CM Kinnear (5 minutes)
- Update on Process for Loaning Firefighters to Other Jurisdictions – CM Kinnear (5 minutes)
- Update on SFD July Overtime – CM Kinnear (5 minutes)

VII. State Legislative Update *(as needed)*

VIII. Adjournment

Next Committee meeting will be held on October 4, 2021

Public Safety & Community Health Committee

Meeting Minutes – August 2, 2021

Call to Order: 1:18 PM

Attendance:

PSCHC Members Present: CM Kinnear; CP Beggs; CM Mumm; CM Stratton; CM Burke; CM Cathcart; and CM Wilkerson.

Staff/Others Present: City Administrator Johnnie Perkins, Mike Ormsby, Kurtis Reese, Justin Lundgren, Eric Olsen, Chief Brian Schaeffer, Howard Delaney, Mary Muramatsu, Rick Giddings, Kevin Picanco, Brian McClatchey, Katherine Miller, Giacobbe Byrd, and Hannahlee Allers.

Approval of July 12, 2021 minutes: Motion to approve by CM Wilkerson; M/S by CM Stratton. The committee approved the minutes from the July 12, 2021 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

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)

Consent Agenda Portion:

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)

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

NONE

Strategic Priority: Criminal Justice Reform

Sgt. Spiering Update (5 minutes)

Kurtis Reese filled in for Sgt. Spiering and presented K-9 unit data from the last month. In July 2021, there were 58 deployments, 19 captures, and 1 contact. Mr. Reese gave a narrative example of one of the deployments. CM Kinnear suggested making these updates quarterly instead of monthly.

Strategic Priority: City-Wide Clean & Safe

NONE

DISCUSSION ITEMS

Staff Requests:

Rebranding of Probation to Community Justice Services – Howard Delaney (5 minutes)

Howard Delaney briefed Council on a series of changes to the Spokane Municipal Code in anticipation of the launch of the supportive release project, which Council funded pre-COVID and will launch soon. The program re-brands Probation to Community Justice Services. This change has garnered some positive attention nationally and will ideally help change behavior to avoid both pre- and post-conviction resistance to supervision and reduce recidivism.

Ordinance Incorporating Revised Drug Possession Offenses and Penalties into the SMC – Mary Muramatsu (10 minutes)

Mary Muramatsu gave a legislative history on the state-level drug possession statute. Ms. Muramatsu said that the proposed ordinance incorporates the revised drug possession offenses and the corresponding penalties into the Spokane Municipal Code, ensuring that these crimes may be prosecuted in the Spokane Municipal Court. She reviewed the Possession of Controlled Substance Referral form and noted that prosecution could take place after the third offense. CM Wilkerson asked how soon the documentation of the first, second, and third encounters could be stood up. Ms. Muramatsu said the department is ready to implement immediately after these revisions go into effect. CP Beggs thanked Ms. Muramatsu for her work and expressed a concern with the form. He said the treatment list on the form is a static list and he is not convinced that the list is within the spirit of the law. He proposed a more proactive approach to finding appropriate treatment for each contacted individual. Ms. Muramatsu said that CP Beggs' concern was great feedback and there may be ways to fill in the follow-up gaps. She said she will take this feedback back to the City Prosecutors. CP Beggs said he would appreciate a follow-up on this prior to implementation. Major Eric Olsen noted that other agencies in the state are implementing this the exact same way in order to comply with the statute. Major Olsen noted that the BHU will not have the capacity to fill that referral gap. CM Cathcart asked Major Olsen to walk through the process for engagement for each of the three potential contacts. Major Olsen walked through a hypothetical scenario for all three contacts. CM Cathcart asked if officers are going to engage on those first two contacts and wondered if it will be perceived as time well spent by officers. Major Olsen said that this is dicey because what was previously a felony is not even a misdemeanor on the first two contacts. Major Olsen said that officers will probably take the time to cite when it is part of a co-occurring arrest, but that it will depend highly on the circumstances when it is the primary reason for contact.

Contract for Green Fleet (EV & Biofuel) Implementation Plan Development – Rick Giddings (10 minutes)

Rick Giddings updated Council on the RFP for the City's Green Fleet. He said that this will help the City get to its goal of 100% electric or green fuel purchases and leases by 2030. Mr. Giddings walked through the parameters of this plan. He said that eight responses to the RFP were received. An Evaluation Committee, consisting of members from multiple departments across the City, evaluated all responses. He said Frontier Energy's proposal was scored the highest and they are excited to work with them. CP Beggs thanked Rick for moving this along and for getting the City an outside vendor to support our work. He requested that Council stay updated on their process. Mr. Ormsby talked about a specific scenario of having difficulty getting the delivery of electric vehicles for parking enforcement and suggested an alternative way forward to quickly get those electric vehicles out on the road. Mr. Giddings talked about the difficulty getting electric vehicles in this market. He talked about setting up a process to streamline the purchasing process, so we don't run into these issues in the future. CP Beggs asked if we are leasing or buying these vehicles. Mr. Giddings said the City sourced through Enterprise on this for an open-ended lease. He noted that it is part of a pilot so there will be analysis of this process. He said what's good about the Enterprise agreement is that we get our equity back if we decide to buy at the end of the lease period. Mr. Ormsby said he will work with his legal team to come up with a streamlined process.

Transportation Improvement Board Grant Program Discussion – Kevin Picanco (5 minutes)

Kevin Picanco updated Council on the State Transportation Improvement Board (TIB) grant opportunity. Mr. Picanco said TIB does an annual call for projects. He said the City frequently submits applications under the Urban Arterial Program and the Urban Sidewalks Program. Mr. Picanco said that all applications for these programs are looking for a 20% minimum local match, that construction obligation is 2023, and that applications are due mid-August. He talked about the projects under consideration for both programs. CM Mumm asked if the arterial grant prevents spending on sidewalk improvements. Mr. Picanco said it could, but it will likely be on a case-by-case basis for these particular projects and the primary scope of the projects will be the pavement.

Council Members approved all these discussion items to move on to the agenda docketing process.

Council Requests:**Financial Support for Way Out Shelter – CM Wilkerson (5 minutes)**

CM Wilkerson requested a brief discussion on this topic. She asked for clarity on the City's funding commitment for this shelter. Mr. Ormsby provided background on the bridge housing concept and the County and City collaboration on this type of housing. 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. Mr. Ormsby provided an overview of the financial picture and committed to gather more information on how the City's prior commitments were memorialized. CM Kinnear asked if CM Wilkerson was asking about whether this funding was general fund or pass-through money. CM Wilkerson said yes, her initial concern was that this money would be coming from the City's general fund and that it was a five-year commitment. CP Beggs talked about his attendance at a regional leadership meeting on housing and homelessness. He noted that the County's money is pass

through money (grant and CARES funding). He said we really need to agree to a per capita amount from local jurisdictions so that it's not just the City committing its general fund dollars. CP Beggs lauded this shelter and pointed out that the bottom floor should be available for lower-barrier night-by-night beds. CP Beggs proposed paying them more for that additional capacity. CM Wilkerson said that she is supportive of this bridge housing model and that she needs more clarity on the financial end. CM Wilkerson asked if there has been a meeting between the administration and the Emerson-Garfield neighborhood. City Administrator Johnnie Perkins said that a meeting has been scheduled. City Administrator Perkins also asked if the finance piece of this discussion could be discussed at the next Finance Committee meeting. CM Wilkerson agreed that this would be a good idea. CP Beggs said that for every neighborhood there should be good neighbor agreements for these types of contracts. CM Cathcart agreed with CP Beggs on this. CM Stratton recommended talking about other City match funding commitments at the next Finance Committee meeting.

CM Kinnear took a point of privilege to talk about the unnecessary panic and fear that is circulating the community around the State Legislatures updated laws around policing. CM Stratton echoed the idea that there is community fear around this topic. She talked about the community-wide perception that the police won't come if you call them. CM Wilkerson also talked about the challenges of the current community narrative. CM Stratton said that she received an email saying that a citizen was ready to take the law into their own hands. Assistant Chief Justin Lundgren said that there is a disconnect in what the changes in the laws do. He said that there will be a change law enforcement tactics and it makes particularly proactive police activities more challenging. CM Kinnear said while she doesn't necessarily disagree, she noted that we need to see how this all unfolds factually and not with fear-based information. Assistant Chief Lundgren said he agrees but that the laws are already in effect for their officers. He said his officers need to change now, and it is having an impact on their services. CP Beggs said that police are going to have to adjust and said Chief Meidl gave a great presentation where he was positive about the changes. CP Beggs said he would like to see more balance and thought it was disturbing that the police is using its media outlets to take a political stand. CP Beggs commented on the merit of the state legislative changes and said he is committed to working on clarifications. Major Olsen said that there is a lot of ambiguity in these changes. He said they are operating the best they can with the legal advice they have. He said their officers are eager to get out there and support their community and are also concerned with these changes. CM Cathcart said that the most contentious debates are often when there's not a shared understanding of facts. He asked if the City could put together a scenario-based FAQ so we could get agreement on facts. CM Kinnear said that she agrees with that idea.

City Administrator Perkins reminded the community that National Night Out Against Crime is tomorrow (Tuesday, August 3rd).

State Legislative Update:

NONE

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Executive Session: NONE

Adjournment: CM Kinnear adjourned the meeting at 2:29PM. The next PSCHC meeting will be held Monday, August 30, 2021.

Attachments/Briefing Papers: Funding Acceptance for WASPC Registered Sex Offender (RSO) Program 2021-2022; Purchase of Ballistic Body Armor; Annual Value Blanket Renewal for Backflow Prevention Devices; SBO for Two Planning Specialist Positions to the Development Services Center; SBO for Historic Preservation Second Position; Renewal of Risk Management Insurance Coverage; Rebranding of Probation to Community Justice Services; Ordinance Incorporating Revised Drug Possession Offenses and Penalties into the SMC; Contract for Green Fleet (EV & Biofuel) Implementation Plan Development; Transportation Improvement Board Grant Program Briefing Paper; and Financial Support for Way Out Shelter Briefing Paper.

Respectfully submitted by:

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

Committee Chair Approval

Lori Kinnear Spokane City Council – District 2

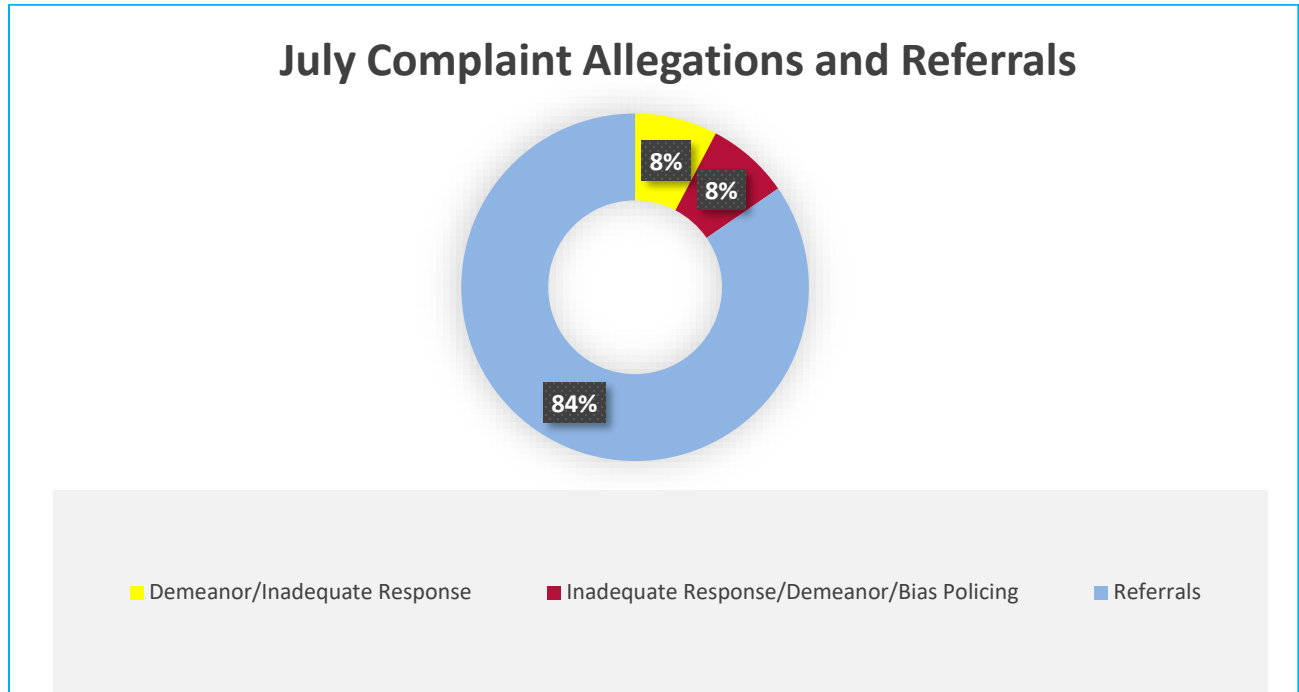


Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: July 1-31, 2021

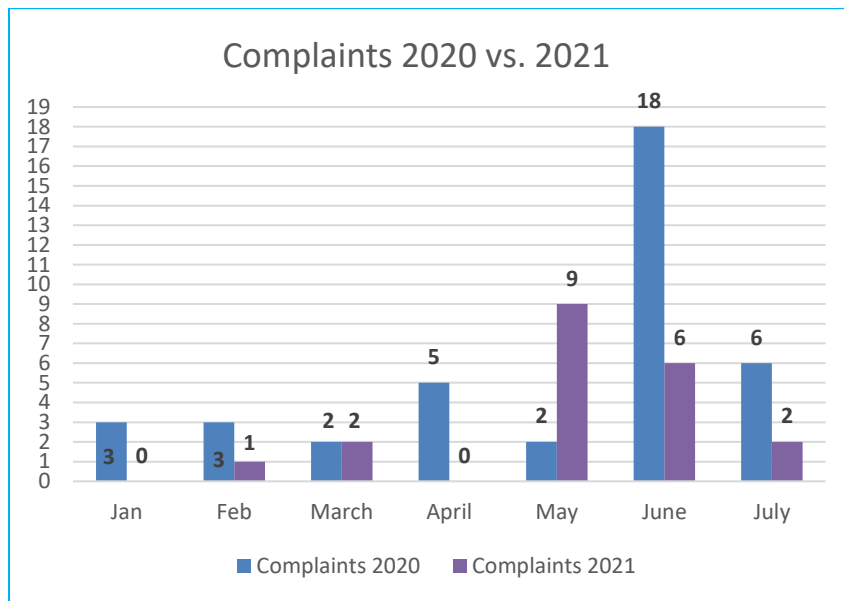
Complaints/Referrals/Contacts



Highlights:

In July, the OPO received 2 complaints and made 11 referrals to various agencies including the SPD Internal Affairs (IA), Spokane County Sheriff's Office, Washington State Patrol, Spokane County Jail, and Code Enforcement. Examples include:

- IR 21-36: A community member was concerned with a lack of enforcement by SPD regarding noise ordinances.
- ER 21-43: A community member reported multiple abandoned vehicles that have not been dealt with.
- IR 21-42: A community member wanted to discuss why SPD officers are not addressing the homeless individuals who are doing drugs in public and taking over the park. The community member wanted to know why SPD is not enforcing the laws of the city.
- OPO 21-23: A community member felt they were discriminated against while trying to file a stolen vehicle report and alleged they were refused due to their sexual orientation.



YTD Complaint Comparison

The OPO saw a decrease of complaints in July 2021 (2) compared to July 2020 (6). Overall complaints are down YTD (20) Compared to 2020 (39).

Difference is due to civil unrest following the death of George Floyd.

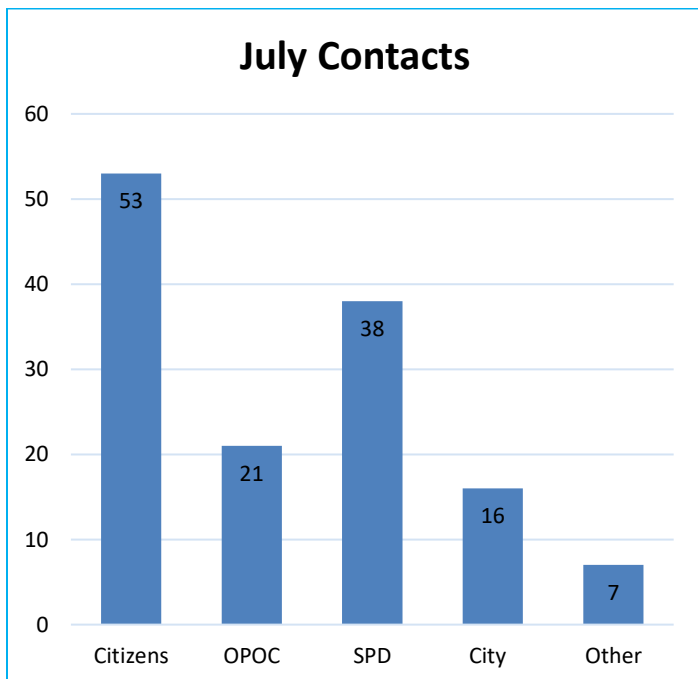
Contacts/Oversight:

- The Police Ombudsman and Deputy Police Ombudsman attended 2 (1 each) training sessions at the Spokane Police Academy regarding legislative updates affecting policing in Washington.
- The Police Ombudsman and IA Lieutenant hosted a community member for an informal review of body worn camera footage regarding behavior seen during a complaint review.

Contacts/Oversight

- 135 total contacts
- 8 community member interviews were conducted
- Attended 8 Internal Affairs Interviews
- 38 total SPD contacts
- 28 IA contacts

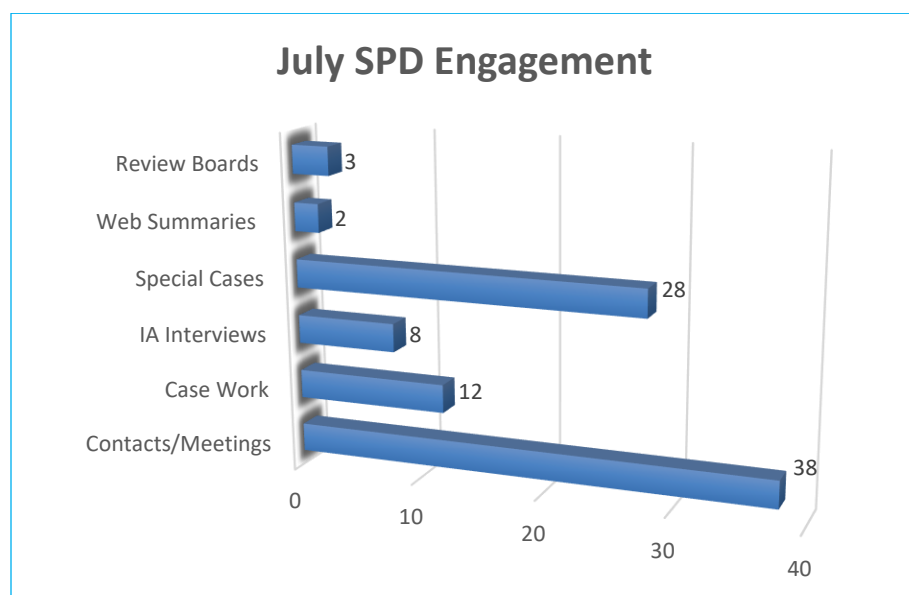
July Contacts



Oversight Activities

Highlights:

- The OPO drafted 3 closing reports
- The OPO attended 2 review boards (Use of Force Review Board and Collision/Pursuit Review Board) and 1 Deadly Force Administrative Review Panel (D-ARP) during the month of July
- The OPO reviewed 2 Case Summaries for web posting to the SPD website
- The Police Ombudsman provided the IA Lieutenant an in-depth review of SPD's draft May 31st protest response report



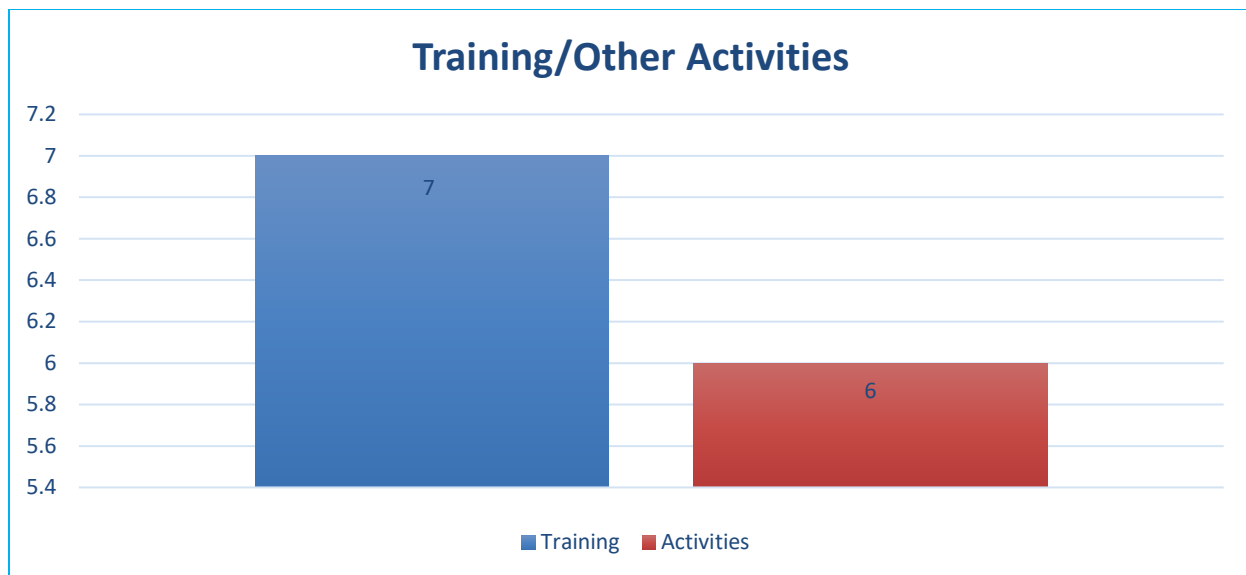
Case Work

- 12 cases certified
- **28 special cases**
 - 12 uses of force
 - 3 K9 deployments
 - 11 collisions
 - 2 pursuits
- **Web Cases Reviewed**
 - 2 Cases

Training/Other Activities

Highlights:

- Training – Policing Legislation Training, Know Be 4 Security Awareness Training, Adult Leadership Programs Virtual Conference, United States Ombudsman Association (USOA) Training on Diversity, Equity and Inclusion, USOA Breaking the Bias Habit, Attorney General's Office Training on Employment Records, Personnel Information and the Public Records Act
- City Meetings – PSCHC Meeting
- Oversight – NACOLE meeting for Member Development and Support Committee, NACOLE Strategic Planning Committee, NACOLE Use of Force Working Group, and IA Biweekly Meeting
- Other Community Meetings – Leadership Spokane Social Event, Volunteer work at a Celebrate Recovery event



Upcoming

- NACOLE Virtual Conference – August 13th – October 6th
- Unity in the Community – August 21st
- IACP Conference – September 10th

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)

Division & Department:	Police Department / Traffic Unit
Subject:	Photo Red / Speed
Date:	August 17th, 2021
Contact (email & phone):	Jim Christensen 509-822-8151
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History: Report for Public Safety meeting Aug 30th, 2021.

Statistic for Photo Red for the time frame of **July 1st 2021, thru July 31st, 2021.**

There were 2481 violations on the photo red system from July 1st, 2021 thru **July 31st**, 2021. During the same time frame in 2020 there were 1778 violations, which is an increase of 703 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 July 1st, 2021, thru July 31st, 2021.

There were 0 violations on the photo speed system from **July 1st**, 2021 thru **July 31st**, 2021. During the same time frame in 2020 there were 0 violations, due to school being out for the year.

Executive Summary: Photo RED

July 1st, 2021, thru July 31st, 2021

- Browne and Sprague was the highest with 453 violations.
- Division and Sprague was the second highest with 429 violations.
- Freya and Third was the third highest with 297 violations.
- Division and Francis was the fourth highest with 285 violations.

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

Sit and Lie
Date Range: 07/21/2021-08/10/2021

<u>Ticket Charge Statute</u>		Date of Offense	Time of Offense	Cite/Released or Booked
10.10.026		07/30/2021*	16:26:00	Criminal NON-Traffic / Citation
10.10.026		07/30/2021*	16:31:00	Criminal NON-Traffic / Citation
10.10.026		07/31/2021*	19:06:00	Criminal NON-Traffic / Citation

*Issued when cooling centers were open.



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
September 2021 Report



Public Safety and Community Health Committee Briefing
August 30, 2021

Selected Excerpts of Officer Commendations

I was involved in a car accident on sat night. I just wanted to pass my appreciation to the officer that assisted me. His name is **Officer Justin Druitt**. He was so kind and reassuring. His treatment of a 70 year old woman was exceptional. He made me feel safe and calmed me. Everything a young officer should be!! Please pass this on to him and his supervisor!!

I arrived home to find my back door ajar. I immediately called 911 and hid in my garage. Shortly, four wonderful officers arrived: **Josh Zuray, Brent Armstrong, Andy Bjur, and Ryan Murphy**. They searched the house and did not find the intruder. The officers were so professional and reassuring. Please place a gold star on their charts. The northeast side is a high crime area and no doubt presents many challenges to our police officers.

Please find attached a Victim Impact Statement written by a victim of a vehicle prowler and theft. She specifically addressed her gratitude for Officer LeQuire's handling of this incident in her final paragraph. I thought Officer LeQuire and you should be made aware of this letter and have it filed in his personnel file. Law enforcement do not always get the recognition they deserve, but when they do, it should be acknowledged and celebrated! I would like to provide tremendous thanks and gratitude to **Christopher LeQuire**, our officer who apprehended [the suspect]. He should be commended and promoted.

I just wanted to take this time to express how appreciative I am of SPD. I just read the story about the suspect throwing a lit gas can at an Officer. I am so happy the Officer is ok. He did an outstanding job taking that person into custody. I would like to say thank you to our Police Officers, God Bless You all. Most of all, please keep up the great work you do and please be safe!

Sergeant Schneider, Officers Graig Butler and Jen Kerns, My heart warm gratitude to all of you. You are "Good Officers" and I hope the department utilizes your skills in training of Officers, not just the new officers. I was impressed with the sincerity of how you embraced the kids. The kids were happy and we adults cannot deceive them. The parents came to me to commend your attention to the kids and your overall attitudes. We are lucky in Spokane with relationships between the Police/Sheriff and the citizens.

Thank you **Officer Tim Schwering** and the COPS shop for following through and cleaning Garland between Morton and Nevada. I'm sure my neighbors would agree, it's nice to look down the street and not see a congestion of junk cars. More importantly, people can access their property without a problem. Thanks again. I appreciate it.

I wanted to give a shout out to **Officer Scott Barker** who was very professional to deal with on an incident of hit and run. You have a good culture going on.



Internal Affairs Unit Update

January 1 through July 31 2021 Commendations and Complaints

Commendations Received: **Total: 127**

Complaints Received: **Total: 51 (39 from community)**

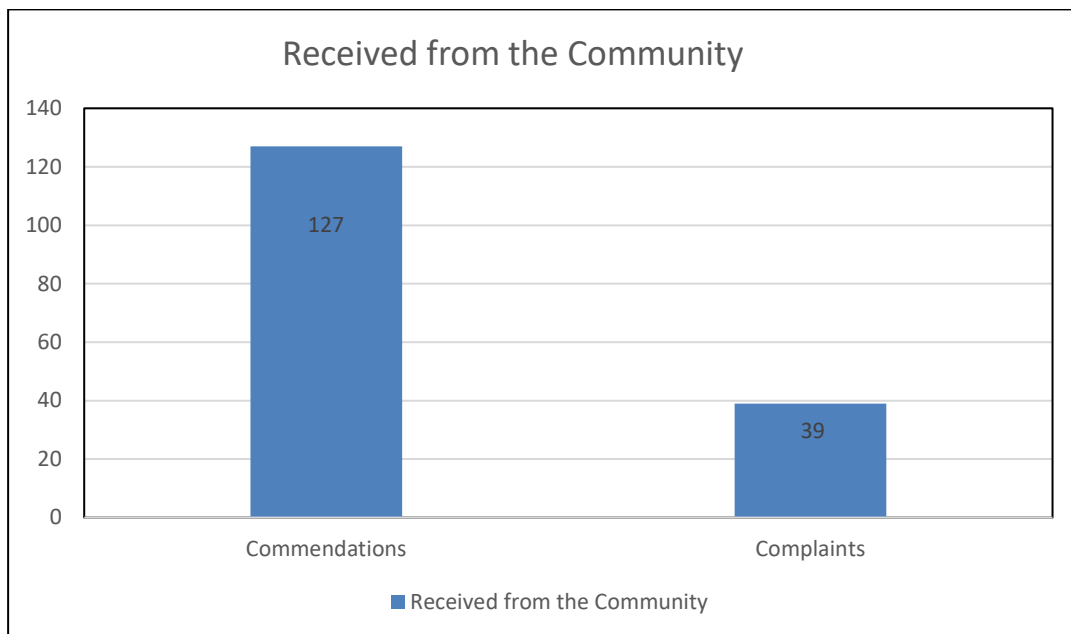
Closed Out as Inquiries: 3 (As of July 31, 2021)

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 July 31, 2021

Received by the Office of Police Ombudsman	Total: 16
Received by the Spokane Police Department	Total: 35
Internally Generated by the SPD	Total: 12
Generated by the Community	Total: 39

As of July 31, 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-July 31, 2021, there were 41 non-deadly use of force incidents- 9 K9 contacts and 32 other (e.g., TASER).

2021 Deadly Force Incidents (Officer-Involved Shootings)

From January 1-July 31, 2021, there were two deadly force incidents.

Incident 2021-20002320 (Pending SPD Administrative Investigation)

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 Spokane County Prosecutor ruled the use of deadly force justified. SPD is conducting an administrative investigation.

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. Two are still open.

Incident 2020-20136616 (Pending Deadly Force Review Board)

Incident 2020-20136616 took place on August 7, 2020 in the area of Courtland/Crestline. The criminal investigation 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 pending a Deadly Force Review Board.

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

2021 Legislative Changes

This May, several new bills were passed affecting law enforcement. Most of the new laws became effective on July 25, 2021. As a result, SPD revised 20 existing policies and created a new policy for Protection Orders. See chart below for policies disseminated in July 2021.

Bill	Policy Affected	Changes
HB 1310	De-escalation	Updated our policy to match verbiage in House Bill. Requires that an officer exhaust available and appropriate de-escalation tactics prior to using any physical force.
HB 1310 & SB 5066 & HB 1054	Use of Force	<p>We re-wrote our entire policy. We had several of the requirements in place (duty to intercede, provide medical aid) but we matched our policy wording to the bill's wording.</p> <ul style="list-style-type: none">• Repeals RCW 10.31.050, the authority to use "all force necessary to effect arrest" and replaces it with a new Chapter in Title 10 with provisions that call for "reasonable care" in the decision to use force, a duty to use "the minimal degree of physical force necessary" and to use de-escalation tactics, whenever available and appropriate.• Authorizes a law enforcement officer to use deadly force ONLY when necessary to protect against an imminent threat of serious physical injury or death.• Requires officers to leave the area if there is no threat of imminent harm or no crime is being committed, has been committed or is about to be committed.• Duty to Intervene: SPD already had duty to intervene & to render aid in the policy but we modified the verbiage to match that of the legislation. Requires any identifiable general authority Washington law enforcement officer (regardless of their rank) who witnesses another law enforcement officer using or attempting to use excessive force to intervene to end and/or prevent the use of excessive force and report to their supervisor. Prohibits law enforcement agencies from imposing discipline or retaliating.• Agencies are required to send notice to the criminal justice training commission of any disciplinary decision resulting from a peace officer's failure to intervene or failure to report wrongdoing
HB 1310	Mental Illness	<ul style="list-style-type: none">• Requires officers to leave the area if there is no threat of imminent harm or no crime is being committed, has been committed or is about to be committed.• Addresses subjects who want to harm themselves but pose no threat to others.

		<ul style="list-style-type: none"> Added verbiage: If after considering the factors in the policy, the officer determines that the person cannot be safely taken into custody, and the person poses no threat to the officer or others and is in a location where they would not present a risk of harm to the public, based on the totality of the circumstances, when it is safe for officers to clear the area, after consultation with a supervisor, they should leave the area.
HB 1054	Control Techniques & Devices	<ul style="list-style-type: none"> Prohibited chokeholds and lateral neck restraints. Restricted use of tear gas to prevent harm from riot, barricaded, or hostage situation. Prior to deploying tear gas, the law enforcement officers must: exhaust available and appropriate alternatives, obtain authorization from a supervising officer, announce the intent to use tear gas; and allow sufficient time and space for the subject(s) to comply. In the case of a riot, the Mayor must authorize use of tear gas.
HB 1054	Vehicle Pursuit Policy	<p>Spokane Police Department's pursuit policy was already more restrictive than many agencies in the state and continues to be more restrictive than what the law allows for.</p> <ul style="list-style-type: none"> In order to initiate a pursuit, there must be probable cause to believe that a person in the vehicle has committed or is committing a violent or sex offense specified in the policy. SPD had those restrictions in place already. However, now officers must obtain authorization from a supervisor prior to initiating a pursuit. Pursuits are allowed when, under the circumstances, the safety risks of failing to apprehend or identify the person are considered to be greater than the safety risks associated with the vehicular pursuit; Requires the person being pursued to pose an imminent threat to the safety of others; Prohibits a law enforcement officer from firing a weapon at a moving vehicle. A peace officer may not fire a weapon upon a moving vehicle unless necessary to protect against an imminent threat of serious physical harm resulting from the operator's or a passenger's use of a deadly weapon. This was a slight modification to already existing verbiage.
HB 1054	Search and Seizure	Prohibition on "No knock" warrants added to policy. "No knock" warrants were not a practice of SPD.
HB 1054	Uniform Regulations	Officers must be identifiable by name or badge number. We already had this in policy, but clarified that it applies to specialty team uniforms. Verbiage changed: "Officers shall be readily identifiable through their name or badge number on their uniform."

HB 1320	Domestic Violence	<p>Changes included more stringent service of process requirements:</p> <ul style="list-style-type: none"> • Personal service by law enforcement is required for Extreme Risk Protection Orders (ERPOs) and protection orders with orders to surrender and prohibit weapons (OTSWs); cases that involve transferring custody of a child from the respondent to the petitioner; or cases involving vacating the respondent from a shared residence. • For Records: Domestic violence protection orders must be entered immediately into law enforcement databases.
HB 1320	Protection Orders	<p>We created a new policy to provide guidelines for the service of protection orders other than Extreme Risk Protection Orders (policy 387) and Domestic Violence order (policy 320). There are six types of orders: DVPOs, sexual assault protection orders (SAPOs), stalking protection orders (Stalking POs), anti-harassment protection orders (AHPOs), vulnerable adult protection orders (VAPOs), and ERPOs. The new policy recaps differences in service for particular orders (ERPOs, OTSW). Violation penalties differ for various protection orders. Enforcement details are listed in the policy.</p>
HB 1320	Emergency Risk Protection Orders	<p>Established new procedures for serving Extreme Risk Protection Orders.</p> <ul style="list-style-type: none"> • Service of an ERPO will take priority over other orders needed to be served, unless the other orders are of a similar emergency nature and those respondents present an equivalent or greater risk of harm if not immediately served. • Officers shall attempt service within 24 hours of receipt of order whenever practicable but not more than 10 days after the agency has received the order. • If the first attempt is not successful, no fewer than two additional attempts should be made to serve the order. • Duties for Records entry – DV orders must be entered immediately into the database.
HB 1320	Concealed Pistol License	<p>Updated policy to include Records Unit role to ensure entry of an Order to Surrender Weapons (OTSW) and/or Extreme Risk Protection Order (ERPO) and revocation of a CPL.</p>
SB 5066 & SB 5051	Disciplinary Policy	<ul style="list-style-type: none"> • Added verbiage: Any identifiable on-duty peace officer who observes any wrongdoing committed by another peace officer, or has a good faith reasonable belief that another peace officer “committed wrongdoing,” shall report such wrongdoing to the officer's supervisor or other supervisory peace officer. • Added verbiage: Any on-duty Spokane Police Officer who witnesses another peace officer engaging or attempting to engage in the use of excessive force against another person shall intervene when in a position to do so to end the use of excessive force or attempted use of excessive force, or to prevent the further use of excessive force. A peace officer shall also render

		<p>aid at the earliest safe opportunity to any person injured as a result of the use of force.</p> <ul style="list-style-type: none"> • Upon separation from the Spokane Police Department for any reason, including termination, resignation, or retirement, the department shall notify the Commission within 15 days of the separation date • SPD shall notify the Commission within 15 days of learning of the occurrence of any death or serious injury caused by the use of force by an officer or any time an officer has been charged with a crime; and • The department shall notify the Commission within 15 days of an initial disciplinary decision by the department for alleged behavior or conduct by an officer that is noncriminal and may result in revocation of certification.
HB 5051	Personnel Records	Changes existing records retention laws. Agencies must retain any personnel record while the officer is employed and for 10 years thereafter.
HB 5051	Employee Selection and Hiring Standards	Expands Background Investigation Requirements for Peace Officer Certification. Not many changes to SPD process, just checking with the Prosecutor for Brady issues prior to hiring lateral officers.
HB 5051	Reporting of Employee Convictions	Added verbiage to match legislation: All employees shall be required to promptly notify the Department of any past and current criminal convictions, any pending criminal charges and any conviction, plea, or other case disposition immediately.
HB 1223	Investigations	Requires that any custodial interrogation of an adult for a felony offense, or a juvenile of any offense, be electronically recorded. Some exceptions are listed.
HB 1223	Bodyworn Cameras	<ul style="list-style-type: none"> • Requires a custodial interrogation to be recorded electronically in its entirety: if the interrogation subject is a juvenile, or if the interrogation relates to a felony crime • There are some exceptions, listed in policy. • Requires Audio and Video Recording for Custodial Interrogations at the following locations: jail, police station, correctional facility. • Requires a Minimum of Audio Recording for custodial Interrogations at “any other place of detention” (police vehicle, school)
HB 1088	Brady Material Disclosure	<ul style="list-style-type: none"> • Requires law enforcement agencies to report Brady/PID disclosures within 10 days of the discovery of the act that is potentially exculpatory or the misconduct that affects his or her credibility • Requires a law enforcement agency, prior to hiring an officer with previous law enforcement experience, to inquire and verify

		whether the officer has ever been subject to a Brady/PID disclosure.
HB 1109	Sexual Assault Investigations	Expands the statutory rights for sexual assault survivors. Includes referral to advocate, being informed about their case, etc. These rights are outlined in the new crime victim card.
HB 1109	Victim Witness Assistance	Expands the statutory rights for sexual assault survivors. Includes referral to advocate, being informed about their case, etc. These rights are outlined in the new crime victim card.
HB 1227	Child Abuse	Updated wording to match that of the bill. Requires hospitals, law enforcement, and courts to find that the removal or detention of a child is necessary to prevent imminent physical harm due to child abuse or neglect before authorizing removal or detention of the child.

During the short window of the bills passing in May and becoming effective in July, SPD held two training events to train supervisors on the new policies. The Training Unit also held many roll call trainings. Additional training on the new policies will take place at the upcoming Fall In-Service training.

SPD's policy manual is available at this link:

<https://static.spokanecity.org/documents/police/accountability/police-policy-manual-2021-07-19.pdf>

Recruiting Update

SPD welcomed several new hires in July 2021. They will attend Basic Law Enforcement Academy here in Spokane.



New officers pictured above: Amanda Storhaug, Matthew Maxcy, Rebecca Calamia, Juan Ruiz, Aaron Shoults, Nathan Clark, William Braten, Ryan Fick, Diego Fernandez, and Madie McDonald. Above right, Steven Hall with Assistant Chief Justin Lundgren.

Remembering our Fallen Officer Brian Orchard

The last SPD officer shot and killed in the line of duty was memorialized on July 20, 2021, with a sign at the site of the murder. Current and former SPD officers, dignitaries, and family members of Detective Brian Orchard gathered to remember and honor Orchard whose End of Watch was 38 years ago. Below, photos of the memorial sign and the street signs honoring Detective Orchard.



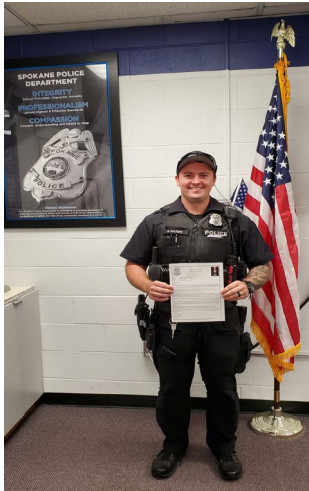
Detective Brian Orchard, along with other SPD officers, were conducting an undercover stakeout in July of 1983 attempting to apprehend thieves who had stolen a valuable collection of guns. The suspects were trying to ransom the guns to the owner for \$20,000.00. The suspect vehicle with two occupants pulled up to the curb in the stakeout area and Detective Orchard and another officer approached the car. Orchard was on the driver's side. One of the men in the vehicle fired a shot striking Orchard in the head. He was rushed to surgery in critical condition, the bullet could not be removed and he died two days later on July 20, 1983. The suspects were caught, tried, and convicted of murder.

Brian Orchard was a young officer with three children when he was killed. Two of his children and other family members joined SPD, Honor Guard members, Mayor Woodward, and others as a memorial sign in Orchards honor was placed at the scene of the killing at 5th and Pine Street in downtown Spokane. The

ceremony was put on by the Law Enforcement Officers Memorial Project and sponsored by the Spokane Regional Law Enforcement Museum.

Orchard's death was the impetus for the LE Officers Memorial Project. Because of his death, a committee was established to design a memorial for fallen officers. In 1987, the memorial was unveiled behind the Spokane Courthouse. It was the first LE Memorial in the state of Washington and remained at the Courthouse location until 2007 when it was replaced by the current LE Memorial on the Public Safety Building campus.

Lifesaving Award to Officer Michael Baughn



Officer Michael Baughn who was awarded SPD's Lifesaving Medal Award on July 9, 2021. The award goes to department personnel who, by their immediate actions, saved a human life. In February, Officer Baughn was dispatched to a laundromat on an assault call. When Officer Baughn arrived, he found a male covered in blood. Officer Baughn, who is an EMT, quickly realized the injury was an arterial bleed from a stab wound that needed stopped immediately. He quickly put a tourniquet on the victim's arm and stopped the bleeding. The victim was transported to a hospital where an ER doctor relayed that the tourniquet was tight and placed correctly and that without it the man would have succumbed to his injuries. Thank you, Officer Baughn, for your service and for saving a life.

Precinct Highlights

How do Precincts Interact with the Spokane Community?

Precincts are embedded in their communities, actively involved with community groups, neighborhood councils, community centers, businesses, and schools.

Precinct staff (including Neighborhood Resource Officers, Detectives, and Leadership):

- **Respond to concerns** on the neighborhood level, taking their priorities from what the community and responding to what is reported to our exceptional COPS volunteers and Neighborhood Councils.
- Partner with the Civil Enforcement Unit to identify and investigate **nuisance properties**.
- Collaborate with **Code Enforcement** to remove thousands of pounds of debris from downtown, parks, and the Spokane River bank.
- Host the **Coffee with a Cop** program in local coffee shops and grocery stores.
- Staff the **Community Court**, an alternative court model for cases arising out of low-level criminal violations or quality of life crimes, connecting individuals with community resources.
- Meet with **homelessness service providers** on a regular basis.
- Collaborate with the **Downtown Spokane Partnership**.
- Participated in **Youth & Police Initiative** programs in schools within the precinct area and the Crosswalk Youth Shelter.
- Attend **Neighborhood Council** meetings and brainstorm on quality of life issues.

- Monitor **NextDoor** posts in the neighborhood for crime trends and neighborhood communications.
- **Collaborate with businesses**, such as grocery stores experiencing high numbers of calls, on the creation of safety plans.
- Participate in **National Night Out** and “**Get to Know Your NRO**” programs.
- Conduct **Crime Prevention through Environmental Design (CPTED)** assessments and make recommendations to increase safety.
- Work with **neighborhood parks** experiencing increased drug activity and violence to do special emphasis patrols.
- Coach youth in the **Police Activities League** program held in their area.
- Work with **C.O.P.S. volunteers** on programs like Neighborhood Watch, Business Watch, Crime Free Rental Properties, Bicycle Registration, Paws on Patrol, Latent fingerprinting, etc.
- Attend **community meetings** like the NAACP.
- Conduct **foot patrols near agencies** asking for assistance, such as the House of Charity.
- Hold **Crime Prevention/Situational Awareness trainings** for area businesses and social service agencies.
- Work with the **Behavioral Health Unit** to refer individuals to mental health services.
- Train businesses about **loss prevention**.
- Attend **neighborhood events**.

North Precinct

Crime Prevention Missions

Four Northside parks (Hill n Dale, Franklin, Glass, and AM Cannon) have generated multiple calls for service for things like drugs, assaults, lewd conduct and liquor violations. There have been multiple calls for naked males in these parks. The goal of the mission is to reduce criminal activity at the parks and make them useable for residents and visitors.

Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- In one location, a neighbor called police every day during a monthly period. He was in crisis and was connected with the Behavioral Health Unit.
- In another location, the neighbors complained of an apartment resident allowing transients to set up camps around his residence, numerous bikes littering property, and excessive foot traffic into residence. The NRO made contact with the apartment manager. A Chronic Nuisance Notice was issued.
- NROs responded to several neighbor complaints about abandoned, broken-down vehicles and were able to tow them away. Officer Tim Schwering has towed 180 vehicles so far this year, associated with 615 calls for service.

North Precinct Collaboration with Crime Analysis

SPD Crime Analysts coordinate with the North Precinct to provide crime data on the most prolific locations. Analysts pinpoint the locations with the most calls for service and send the data to the NROs so that the NROs can follow up. Analysts focus on the top ten locations for every neighborhood.



Additionally, Neighborhood Resource Officers are actively responding to campsites reported to 311 and addressing the complaints as NRO's, with enforcement, clean up by Code Enforcement, camper education and property owner education. Crime Analyst Jaime Lamanna is organizing, tracking and disseminating the 311 complaints.

Downtown Precinct

Crime Prevention Missions

The Downtown Precinct has been focusing on the Sprague to 3rd/Division to Spokane Street area during late July. The mission will remain the same for early August. The goal is to reduce Part I crimes, assaults and robberies in particular. Officers are using high visibility patrols and 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 Spokane Neighborhood Resource Officers are using their new bikes to help the community. See: <https://my.spokanecity.org/news/stories/2021/08/06/spokane-bike-cops-make-downtown-safer/>

South Precinct

Crime Prevention Missions

- The South Precinct has been focusing on Coeur d'Alene Park. They held a meeting with neighbors, City Administrator Johnnie Perkins, and Chief Meidl. NROs followed up with a morning contact of campers with five exclusion orders given. Park personnel have reported a significant reduction in garbage recently, up to 50% less garbage since instituting the patrols. NROs are actively contacting people and as a result, many drug users are leaving the area. During late July and early August, graveyard officers are contacting campers and patrolling Brown's Addition for other criminal activity. NROs are patrolling CDA Park about twice a day.
- NROs are also focusing on the campers and abandoned cars in the area around 1st Avenue/Greene and Main/Greene. NROs have removed some vehicles and have cleaned up garbage in the area with citizen help. A business at Sprague and Green was contacted and they removed about eight of their unlicensed cars from the street.
- The South Precinct has also focused on reducing vehicle prowls at City golf courses. Staff saw improvement with Indian Canyon and Qualchan courses.



Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- Neighborhood Resource Officers received 232 neighborhood referrals in July 2021.
- The South Precinct has been working with several nuisance properties.

Outreach Update

Police Activities League (PAL) Summer Program



SPD and community partners have been busy with the PAL program this summer. 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. PAL is made possible through the time dedicated by our Spokane Police Officers and by the Spokane Police Foundation.

Please see website for more information.

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



Outreach Unit at Vaccination Picnic

On July 17, 2021, SPD outreach officers provided outreach at the Vaccination Picnic sponsored by the Carl Maxey Center and Sayla-Tec. The picnic was organized for the international communities from Africa and took place at Riverside State Park. Officers enjoyed meeting youth and their families.

Cops N Kids Car Show



SPD participated in the 2021 Cops N Kids Car Show on August 14, 2021. This event was started 27 years ago as a way to bring teen car enthusiasts and law enforcement together, to promote safe driving and a drug and alcohol-free lifestyle.

SPD "Face to Face" Event with Youth

This event is in the planning stages and is meant to build bridges of understanding between youth and police. It involves about 150 youth and will be held partially in-person and also live-streamed so families can watch from home. The Church of Jesus Christ of Latter-day Saints on 1620 E. 29th is organizing it.

Chief Meidl and the Community Outreach Unit will be talking about how to become a police officer, what the job is like, and what trends they are seeing in the community, etc. Youth will propose questions for the Chief; two youth moderators will run the session and the Chief and officers will have an hour or so to discuss the youth's questions.

Spokane Eastside Reunion Community Celebration

Every year, the Spokane Eastside Reunion Association hold a Community Celebration event in Underhill Park on the second Saturday of August. This event celebrates the children who have attended the basketball camp as well as the East Central Neighborhood. Spokane Police Department representatives attend with a police car and policemen for the children to interact with. SPD Reserve Officer Ed Richardson represented this year on August 14, 2021.

PAL Boxing

One of our PAL Boxers competed at the Roxie in Hillyard in his first ever boxing match on August 14, 2021. at The Roxie up in Hillyard. PAL Boxing participant Jeremiah Pullom took part in his first amateur boxing bout. We are very proud of Jeremiah and the effort he put in to get ready for this fight. Boxing is a tremendous metaphor for life. It takes hard work and dedication to be successful and you need to surround yourself with a quality team of people to support you. The Spokane Police Department is proud to support Jeremiah and our other PAL boxers. Thank you as well to the Spokane Police Foundation for their continued support of our youth engagement efforts. Please reach out to Senior Police Officer Graig Butler if you are interested in getting your youth involved. He can be reached at SPDCOMMUNITYOUTREACH@spokanepolice.org.

Spokane Police Bike Camp

The Spokane Police Bike Camp took place July 21, from 4 p.m. to 8 p.m. at the Pavilion at Riverfront Park. Youth learned how to ride safely and expand their riding skills with fun and challenging obstacles courses. The event was supported by local sponsors Shred and North Division Bike and the Spokane Police Foundation. The event concluded with a ride through Riverfront Park on Centennial Trail.



National Night Out Against Crime

Below, SPD Executive Staff members with Mark Richard and COPS Mounted Patrol



Briefing Paper

PSCH September 2021 Committee Meeting 8/30/21

Division & Department:	Spokane Police Department
Subject:	WTSC – Priorities – such as Distracted Driving, Impaired Driving, Motorcycle Safety and other priority categories
Date:	8/11/2021
Contact (email & phone):	Sgt. Teresa Fuller 835-4587
City Council Sponsor:	CW Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	8/18/21
Outcome: (deliverables, delivery duties, milestones to meet)	<p><u>Action</u> Interagency agreement between SPD & WTSC. The performance period runs from 10/1/21 to 9/30/22.</p> <p><u>Funding</u> Forthcoming grant from WTSC that will include funding amount to include the WTSC priorities and the funding amounts per category.</p>
<p><u>Background/History:</u> The goal is to reduce traffic related deaths and serious injuries through multi-jurisdictional HVE patrols that focus on Impaired Driving, Distracted Driving, Motorcycle Safety and other WTSC priorities. The past funding in FY20-21 was \$24,000.00 for employee salaries & benefits for the period 10/1/20-9/30/21.</p>	
<p><u>Executive Summary:</u> Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide funding for WTSC priorities through multi-jurisdictional HVE patrols that in the past focused on Impaired Driving DUI, Distracted Driving, Motorcycle Safety & other WTSC priorities.</p> <p>Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide funding for WTSC priorities for the period 10/1/21-9/30/22.</p>	
<p><u>Budget Impact:</u> 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: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u>	

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

PSCH September 2021 Committee Meeting 8/30/21

Division & Department:	Spokane Police Department
Subject:	WTSC – LEL – Law Enforcement Liaison Program
Date:	8/11/2021
Contact (email & phone):	Sgt. Teresa Fuller 835-4587
City Council Sponsor:	CW Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	8/18/21
Outcome: (deliverables, delivery duties, milestones to meet)	<p><u>Action</u></p> <p>Interagency agreement between SPD & WTSC. The performance period runs from 10/1/21 to 9/30/22.</p> <p><u>Funding</u></p> <p>Projected amount \$3,000.00.</p>
<u>Background/History:</u>	
<p>The scope of work to include soliciting law enforcement agencies to participate in High Visibility Mobilizations, assist WTSC in developing new programs, and provide WTSC with statistics & quarterly related reports related to the mobilizations as it relates to grant reimbursements. Costs for the work to be provided include employee salaries & benefits. The past funding was employee salaries & benefits total funding of \$3,000.00 from the period 10/1/20-9/30/21.</p>	
<u>Executive Summary:</u>	
<p>Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide funding for related expenses for the Law Enforcement Liaison Program (LEL) for the period 10/1/21-9/30/22.</p>	
<u>Budget Impact:</u>	
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: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Briefing Paper

(Public Safety & Community Healthy Committee)

Division & Department:	Spokane Police Department
Subject:	Approval to apply for DOJ's Office on Violence Against Women FY2021 Firearms Technical Assistance Project Pilot Sites Initiative
Date:	August 30, 2021
Contact (email & phone):	Jennifer Hammond – 625-4056
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Craig Meidl
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget Revenue, Strategic Plan
Strategic Initiative:	Safe & Healthy
Deadline:	September 20, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	The available award is \$500,000 and the funding period is October 1, 2021 – September 30, 2024. The City will sub-contract with the Family Justice Center to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. The remainder of the funding would be used for advanced domestic violence training for SPD officers, and overtime to serve orders of protection, and a community assessment.
Background/History: Spokane is currently a Firearms Technical Assistance Project site – one of six sites across the US that was chosen to receive assistance in reducing domestic violence homicides and injuries committed with firearms. This non-competitive grant will provide direct financial support as well as new technical assistance designed to help incorporate community partners in efforts to implement effective responses to firearms and domestic violence.	
Executive Summary: <ul style="list-style-type: none"> City of Spokane/SPD to apply as lead agency for the OVW Firearms Technical Assistance Project Pilot Sites Initiative Total award request is \$500,000; the City's share is TBD based on requirements of the grant, including hiring a site coordinator for the project. Family Justice Center will be the sub-grantee and responsible for the site coordinator position. City's share will include funds for advanced domestic violence training for officers and overtime for officers to serve orders of protection and follow up on firearms in domestic violence cases Award period is 36 months – October 1, 2021 to September 30, 2024 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Proposed SBO Other budget impacts: (revenue generating, match requirements, etc.) Revenue generating, no match	
Operations Impact: 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: None



O-OVW-2021-05002
OVW Fiscal Year 2021 Firearms Technical Assistance Project Pilot Sites
Initiative Solicitation
Department of Justice
Office on Violence Against Women

GENERAL INFORMATION

Document Type:	Grants Notice
Funding Opportunity Number:	O-OVW-2021-05002
Funding Opportunity Title:	OVW Fiscal Year 2021 Firearms Technical Assistance Project Pilot Sites Initiative Solicitation
Opportunity Category:	Discretionary
Opportunity Category Explanation:	
Funding Instrument Type:	Cooperative Agreement
Category of Funding Activity:	Law, Justice and Legal Services
Category Explanation:	
Expected Number of Awards:	12
CFDA Number(s):	16.526 -- OVW Technical Assistance Initiative
Cost Sharing or Matching Requirement:	No
Version:	Synopsis 1
Posted Date:	Aug 12, 2021
Last Updated Date:	Aug 12, 2021
Original Closing Date for Applications:	Sep 20, 2021
Current Closing Date for Applications:	Sep 20, 2021
Archive Date:	
Estimated Total Program Funding:	\$6,000,000
Award Ceiling:	\$500,000
Award Floor:	\$500,000

ELIGIBILITY

Eligible Applicants:	Others (see text field entitled "Additional Information on Eligibility" for clarification) City or township governments Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education Native American tribal organizations (other than Federally recognized tribal governments) County governments State governments Native American tribal governments (Federally recognized)
Additional Information on Eligibility:	Eligible applicants are limited to: States; Indian Tribal governments; state and local courts (including juvenile courts); units of local government; state, tribal, or territorial domestic violence or sexual assault coalitions; or victim services providers in the United States or U.S. territories. For more information, see the Eligibility Information section of this solicitation.

ADDITIONAL INFORMATION

Agency Name:

Office on Violence Against Women

Description:

This program is authorized by 34 U.S.C. 10461.

Abusers often use or threaten to use firearms against victims of domestic violence, as well as threatening the victim's children, friends, and relatives. Research demonstrates that when an abuser has access to a firearm, domestic violence is far more likely to be deadly; in fact, an abuser's access to firearms is the single greatest risk factor for intimate partner homicide, with the risk increasing five-fold. Unfortunately, this risk is widespread. National data describe firearms as the overwhelming weapon of choice in intimate partner homicides. According to the FBI's most recent Supplementary Homicide Report, more than half (55%) of intimate partner homicides were committed with a firearm in 2015. This figure has remained the same over the past decade; from 2001 to 2012, 55% of women killed by intimate partners were shot with a firearm. In addition to their lethality, firearms are used by abusers to inflict fear, intimidation, and coercive control over victims.

Beginning in FY 2012, the appropriation for OVW's Improving Criminal Justice Responses (ICJR) Program (CFDA# 16.590) has included a \$4,000,000 allocation to address domestic violence homicide prevention interventions (DVHPI). In FY 2016 and FY 2018, DVHPI funds were used to support the National Council of Juvenile and Family Court Judges' (NCJFCJ) Domestic Violence Homicide Prevention Firearms Technical Assistance Project (FTAP), which helps communities identify challenges limiting a more robust implementation of domestic violence firearms laws in their jurisdictions and assists them in establishing a localized response that is best suited to their communities' unique needs and characteristics. In 2019, six firearms sites were selected to receive intensive training and technical assistance under the FTAP. The FTAP focuses on ICJR purpose area 22 (domestic violence homicide reduction), and will help inform the ICJR Program on best and promising practices for jurisdictions implementing firearms relinquishment policies and practices throughout the civil and criminal justice system. DVHPI funds currently support intensive training and technical assistance through FTAP for six non-funded sites: Birmingham, AL; Columbus, OH; Muskogee Creek Nation, OK; Brooklyn, NY; the state of Vermont; and Spokane, WA (FTAP Sites). In order to deepen this work, in FY 2021, OVW will provide non-competitive funding directly to the six initial FTAP sites and offer competitive funding to support up to six additional sites to participate in the FTAP Initiative.

For additional information about the ICJR Program and related performance measures, including how awards contribute to the achievement of program goals and objectives, see:

OVW grant program information: [OVW Grants and Programs webpage](#)
Program performance measures under the Measuring Effectiveness Initiative: [VAWA Measuring Effectiveness Initiative webpage](#)
Examples of successful projects in OVW's most recent report to Congress on the effectiveness of VAWA grant programs: [2018 Biennial Report](#)

Link to Additional Information: [Full Announcement](#)

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:

For assistance with the requirements of this solicitation, email OVW at Ayesha.Gaston@usdoj.gov. Alternatively, interested parties may call OVW at 202-307-6026.

Ayesha.Gaston@usdoj.gov

Ayesha.Gaston@usdoj.gov



Briefing Paper

Public Safety and Community Health

Division & Department:	Fire
Subject:	Scott/3M Self-Contained Breathing Apparatus (SCBA) purchase
Date:	8/17/2021
Contact (email & phone):	David Stockdill, 509-435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Brian Schaeffer, Fire Chief
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	Vendor price quote expires on 09/30/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Replacement of Spokane Fire Department (SFD) Self-Contained Breathing Apparatus (SCBA) and associated equipment.
Background/History: <p>Current Fire Department SCBA units are at the end of their service life. Additionally, these legacy, Scott/3M SCBA units are out of warranty and repair costs continue to increase as the equipment ages. These units were purchased via an FEMA, Assistance to Firefighters (AFG) grant in 2009. The need for replacement is reaching a critical phase for both fireground safety of SFD personnel and public safety in general. New equipment will meet current National Fire Protection Association (NFPA) standards. SFD submitted AFG grant applications in 2018 and 2019 for replacement funding but was not awarded a grant. For these reasons, it is incumbent on the City to self-fund this purchase. The vendor is Municipal Emergency Services (MES). MES corporate headquarters are located in Warren, OH with a regional office in Vancouver, WA. SFD is able to utilize an existing, competitive contract between MES and Marysville Fire District of Marysville, WA.</p>	
Executive Summary: <ul style="list-style-type: none"> Cost – Quoted price is \$2,152,962, including sales tax. Purchase includes 199 Airpack/Facepiece/Regulator kits, 154 additional facepieces and regulators, 574 air cylinders, and some additional, related equipment. Fair and Competitive – SFD is utilizing a pre-negotiated contract. Enhanced Health and Safety – New Scott/3M SCBA's will meet current NFPA standards. Quantity purchased will allow SFD personnel to have individually assigned regulators in addition to the current practice of individually assigned facepieces – both efforts will help reduce disease transmission. Compatibility/Familiarity – Similarities with current Scott/3M SCBA's provides increased efficiencies in training, operations, maintenance, and safety. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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: None.	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhoods, Housing & Human Services: CHHS
Subject:	2021-2023 Spokane County System Demonstration Grant Agreement (Consolidated Homeless Grant)
Date:	August 16, 2021
Author (email & phone):	Cassi Brown (cbrown@spokanecity.org / 625-6053)
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Kirstin Davis
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to Prevent & End Homelessness
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	Start date is retroactive to July 1, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting approval to accept this grant award from Spokane County and permission to subaward the funds out to partner agencies.
Background/History: Spokane County subgranted their Consolidated Homeless Grant from the Washington State Department of Commerce to the City starting in 2019 to coordinate funds and effectively serve households experiencing homelessness within the community. Funded projects were procured by Spokane County.	
Executive Summary: <ul style="list-style-type: none"> The total award is \$821,163 and runs from July 1, 2021 through June 30, 2022. Three projects are supported with these funds: one rapid rehousing project for families, one rapid rehousing project for single persons, and one shelter project. In acknowledgement of the CHHS department's status as Collaborative Applicant for the regional Continuum of Care Grant, the Department of Commerce has renewed the City's status as System Demonstration Grantee (SDG) for CHG which offers a higher degree of flexibility in program implementation. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR ADMINISTERING SPOKANE COUNTY'S FY 2021 SYSTEM DEMONSTRATION GRANT (SDG)

1. Contractor City of Spokane 808 West Spokane Falls Boulevard Spokane, WA 99201		2. Contract Amount \$821,163.00	3. Tax ID# 91-6001280 4. DUNS# 115528189
5. Representative Kirstin Davis, Communications Manager City of Spokane Community, Housing and Human Services 808 West Spokane Falls Boulevard Spokane, WA 99201 (509) 625-7773 kdavis@spokanecity.org		6. Spokane County's Representative Kathleen Torella, Director Spokane County Community Services, Housing, and Community Development (CSHCD) Department 1116 W. Broadway Avenue Spokane, WA 99260 509-477-7561 ktorella@spokanecounty.org	
7. Contract ID # 21HCD2581	8. Original Grant ID# 20-46108-29	9. Start Date 07/01/2021	10. End Date 06/30/2022
11. Funding Source: <div style="text-align: right;"> <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local </div>			
12. Federal Funds (as applicable) N/A	CFDA # N/A	Federal Agency: N/A	
13. Contractor Selection Process: (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		14. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
15. Grant Purpose & Description: This grant provides resources to assist people who are experiencing homelessness, obtain and maintain housing stability. The Contractor and its subcontractors must prioritize unsheltered homeless households for assistance and services.			
16. IN WITNESS WHEREOF Spokane County and the City of Spokane, acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Scope of Work (Exhibit A); Budget (Exhibit B); Department of Commerce SDG Agreement (Exhibit C); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.			
FOR THE CONTRACTOR: <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: right;">Date</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Title</div>		FOR SPOKANE COUNTY: <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: right;">Date</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Title</div>	

This Agreement, (the AGREEMENT), is entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, in care of the Spokane County Community Services, Housing, and Community Development Department, whose address is 1116 W. Broadway Avenue, Spokane, WA 99260 (herein after referred to as COUNTY), and the CITY OF SPOKANE (herein after referred to as "CITY", a municipal corporation of the State of Washington, in care of the Community Housing and Human Services Department (CHHS), whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and jointly referred to, as the "Parties." In the matter set forth herein.

WITNESSETH

WHEREAS, The Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington (RCW) Section 36.32.120(6), has the care of SPOKANE COUNTY property and the management of COUNTY funds and business; and

WHEREAS, the CITY is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to the provisions of the RCW 39.080, the COUNTY and the CITY may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the purpose of this AGREEMENT, is to contract with the CITY to administer the COUNTY'S portion of the System Demonstration Grant (SDG) funds, provided through the Washington State Department of Commerce (COMMERCE); and

WHEREAS, for purposes of administering the Grant, SPOKANE COUNTY designates the CITY to act, on behalf of the COUNTY, as its subcontractor in providing homeless assistance to individuals and families within the City of Airway Heights, City of Cheney, City of Deer Park, City of Liberty Lake, City of Medical Lake, City of Millwood, City of Spokane Valley, Town of Fairfield, Town of Latah, Town of Rockford, Town of Spangle, the Town of Waverly, and the unincorporated areas of the COUNTY; and

WHEREAS, the COUNTY and the City shall collaborate in the use of grant funded activities, pursuant with the most recent SDG Guidelines, as amended, and the established Regional Homeless Crisis Response System; and

WHEREAS, the SDG is authorized, in accordance with Chapter RCW 43.185C, of the Homeless Housing and Assistance Act (HHAA).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the Parties agree as follows:

1. PERIOD OF PERFORMANCE

- 1.1. Contingent on the receipt of a notice to proceed from the COUNTY, this AGREEMENT shall be effective on July 1, 2021 and shall be completed no later than June 30, 2022 hereinafter referred to as the Project Period.
- 1.2. Except as stated herein, the Project Period may be changed only by amendment to this AGREEMENT executed no less than forty-five (45) days in advance of the expiration date of this AGREEMENT, acceptance of which amendment shall be within the sole discretion of the COUNTY.

2. SERVICES

- 2.1. The CITY agrees to provide the services set forth herein, and provide the required reporting of its contractual duties in a manner consistent with this AGREEMENT, the applicable sections of the COMMERCE/COUNTY Agreement attached as Exhibit C, and generally accepted practices.

3. STATEMENT OF WORK AND DELIVERABLES

- 3.1. The CITY will plan, administer, and implement the Project as described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth. The CITY and its subcontractors, shall adhere to the agreed upon budgets, schedules, and commitments.
- 3.2. The CITY shall be responsible for meeting the following deliverables, as well as others identified in this AGREEMENT, unless otherwise exempted in this AGREEMENT or by written notification of exemption by the COUNTY:

Document	Due Date
Certificates of Insurance or Self-Insurance Letter	Upon execution of this AGREEMENT and within five (5) days of renewal of coverage
Fraud and Abuse Policy	Available upon request
Records Retention and Storage Policy	Available upon request

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

3.4. Reports

- 3.4.1. The CITY shall prepare, complete and submit reports and other information as required by the COUNTY to demonstrate compliance with applicable regulations, and project performance standards as described in this document. Failure to prepare and submit required reports and documents will constitute a breach of the performance of this Agreement

and lead to suspension and/or termination of the Agreement pursuant to the terms of this Agreement.

3.4.2. The CITY shall:

- 3.4.2.1. Report to the COUNTY methods used to implement Fair Housing Laws and affirmatively market services to otherwise qualified persons, without regard to age, sex, color, ethnic origin, religion, disability or familial status.
- 3.4.2.2. Include identification of the COUNTY SDG funding on all printed materials, including signage, books, reports, pamphlets, brochures, posters and articles, published and circulated for the purpose of describing, evaluating, or publicizing services or activities funded under this Agreement.
- 3.4.2.3. Submit project progress, project benefit, and project financial reports within the timelines presented below.
 - 3.4.2.3.1. Reports will include the following:
 - 3.4.2.3.1.1. Local Homeless Housing Plan Updates;
 - 3.4.2.3.1.2. Annual County Report/Homeless Housing Inventory including Point-In-Time County information;
 - 3.4.2.3.1.3. Essential Needs Report; and
 - 3.4.2.3.1.4. Complete data that is timely, truthful, and accurate.
- 3.4.2.4. At the earliest date during and/or after completion of the project, submit to the COUNTY an audit report of the project, for the project period if applicable. Refer to Section 9. Access, Examination, Audit, and Monitoring, for instructions regarding audit requirements.
- 3.4.2.5. Attend quarterly CITY/COUNTY collaborative meetings. Meetings will cover the following topics at a minimum:
 - 3.4.2.5.1. Macros of full system homeless housing system delivery per HMIS;
 - 3.5.2.5.2. Breakdowns per intervention type;
 - 3.5.2.5.3. Further drill downs to cities and towns;
 - 3.5.2.5.4. SDG-program specific breakdowns; and
 - 3..5.2.5.5. Survey results and ongoing discussion regarding access point data (e.g. COC Report on Access/Assessment).
- 3.4.3. All reports, unless otherwise specifically noted, will be due by the 15th of each month and will contain data obtained during the preceding month, or other indicated reporting period.

- 3.4.4. Accurate input and maintenance of data in an approved HMIS is a condition of funding.
 - 3.4.4.1. Input and maintenance of data must be completed by the 5th day of the month following the month of service.
- 3.4.5. **Reimbursement for project costs incurred will be contingent upon the submission of required reports. Failure to notify a CITY subcontractor to submit timely required reports, does not release the CITY from the responsibility for their timely submittal.**

3.5. Data Collection

- 3.5.1. The CITY will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the PARTIES, regarding work under this AGREEMENT performed by the CITY and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business subcontractors. Subcontractors shall mean subcontractors at any tier.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY and/or employees or agents performing under this AGREEMENT are not employees or agents of the COUNTY or COMMERCE in any manner whatsoever. The CITY will not be presented as, nor claim to be, an officer or employee of the COUNTY or COMMERCE by reason of this AGREEMENT nor will the CITY make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY or COMMERCE by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW chapter 41.06.
- 4.2. The CITY agrees to not hold the State of Washington or COMMERCE liable for claims or damages arising from the CITY's performance of this AGREEMENT.

5. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- 5.1. Funding sources under this AGREEMENT are as follows:

SDG Funds RCW 43.185C:	\$851,163.00
------------------------	--------------
- 5.2. Total maximum funding under this AGREEMENT is Eight Hundred Fifty-One Thousand, One Hundred Sixty-Three Dollars (\$851,163.00). Only funds for the reimbursement of actual allowable costs will be reimbursed to the CITY.
- 5.3. The CITY must abide by the limitations outlined in the Scope of Work, Exhibit A, including any mutually agreed upon Exhibit A updates, for the allowable and unallowable uses of funds under this program.

- 5.4. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. The CITY shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 5.5. Duplication of Billed Costs. The CITY shall not bill the COUNTY for services performed under this AGREEMENT, and the COUNTY shall not pay the CITY, if the CITY is entitled to payment or has been or will be paid by any other source, including grants for that service.
- 5.6. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organizations or that of its subcontractors.
- 5.7. Eligible Uses of Funds. Funding awarded under the AGREEMENT may only be used for eligible activities and expenses described in the SDG Program Guidelines found at <https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>.
- 5.8. Requests for Reimbursement
 - 5.8.1. The CITY shall submit requests for reimbursement of actual allowable costs incurred by the CITY in performance of this Agreement and in accordance with the attached budget, Exhibit B. Requests for reimbursement must be accompanied by documentation substantiating eligibility of costs for which reimbursement is requested. The CITY shall submit the final requests for reimbursement not later than thirty (30) days after this expiration of the close of the Project period. The final request for reimbursement shall provide a reconciliation of actual revenue and expenses for the entire period of this Agreement.
 - 5.8.2. Costs incurred prior to the effective date of or after the expiration date of this Agreement, ineligible costs, or unallowable costs, will not be reimbursed by the COUNTY, unless previously approved by the COUNTY and subject to this Agreement being signed by all parties.
 - 5.8.3. Only those budget line items that appear in the budget section of Exhibit B will be considered for reimbursement.
 - 5.8.4. No change(s) to the budget shall be binding upon the Parties except by amendment to this Agreement executed pursuant to the General Terms and Conditions of this Agreement.
 - 5.8.5. If allowable actual costs for a given month are less than the budgeted amount pursuant to the budget, Exhibit B, reimbursement shall not exceed the allowable actual costs. The maximum allowable monthly payment shall equal the total budget maximum to date less the total payments to date.
 - 5.8.6. All funds obligated or committed by the CITY to contractors, suppliers, etc. during the Project Period must be expended on or before June 30, 2022 SDG funds, which are not expended by June 30, 2022, shall be returned to the COUNTY.

- 5.8.7. Invoices are due by no later than the 15th day of the month following the provision of services. If the CITY fails to submit an invoice prior to the 16th of the month following the provision of services, without a reasonable explanation, the COUNTY may withhold payment.
 - 5.8.7.1. The City will make every attempt to include all contracted sub-grantee totals on the invoice; if their sub-grantee invoice is delayed, the City will submit a supplemental invoice for those sub-grantee's totals, no later than the 30th day of the month following the provision of services.
 - 5.8.7.2. Invoices must be [submitted](#) through the Neighborly Software Reporting Module.
- 5.8.8. Complete invoices are defined as submitting a timely, completed and signed county-designed invoice form, supportive documentation for administrative, operational and programmatic expenditures, the monthly report and supportive documentation substantiating numbers submitted on the monthly reports. Please see the Performance Measurement and Supportive Reports section for more details. Invoices are not considered complete until all pieces have been received and will not be sent forward for payment.
- 5.8.9. The Invoice and Voucher Detail Worksheet must also be submitted to the COUNTY in conjunction with each monthly invoice submitted through Neighborly Software Reporting Module.
- 5.9. Budgeting.
 - 5.9.1. RCWs 36.22.179 and 36.22.1791 shall apply to the AGREEMENT and to all funds disbursed hereunder. Except as noted in the AGREEMENT, costs are reimbursable under the Budgeting Accounting Reporting System (BARS), including all supplements and revisions thereto, prescribed by the Washington State Auditor's Office.
 - 5.9.2. Up to One Thousand Five Hundred Dollars (\$1,500.00) per grant period can be spent on equipment expenditures, unless approved in advance by the COUNTY in writing.
 - 5.9.3. All budget revisions must be requested in writing and approved by the COUNTY in writing. The detailed budget form submitted upon application to deliver services for this contract shall be used when requesting revisions and will include a column for the original budget and a column clearly denoting the newly revised and requested budget.
 - 5.9.4. When revisions move funds from one budget category to another and/or the revision reaches more than ten percent (10%) of the grant total a formal amendment is additionally required-
- 5.10. Recovery of Overpayment to the CITY. The CITY shall not be reimbursed more than the amount of the allowable costs of performance of this AGREEMENT. When the CITY, COUNTY, or any other state or federal agency determines that

the CITY has received payments under this AGREEMENT in excess of reimbursement described in the reimbursement subsection of this AGREEMENT, or otherwise not in conformity with the AGREEMENT, the COUNTY shall recoup those payments, together with interest, from what would otherwise be the COUNTY's liability under this AGREEMENT. If the CITY receives a notice of overpayment, which the COUNTY shall be required to timely provide, the CITY may protest the overpayment determination pursuant to the Dispute Resolution Section of this AGREEMENT. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the CITY.

6. AUDIT

6.1. General Requirements

- 6.1.1. The CITY shall procure audit services based on the following guidelines.
- 6.1.2. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that subcontractors also maintain auditable records.
- 6.1.3. The CITY is responsible for any audit exceptions incurred by its own organization or that of its subcontractors.
- 6.1.4. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
- 6.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to the COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

6.2. State Funds Requirements

- 6.2.1. In the event an audit is required, 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.
- 6.2.2. The CITY shall include the above audit requirements in any subcontracts.
- 6.2.3. In any case, the CITY's records must be available for review by the COUNTY or by COMMERCE.

6.3. Documentation Requirements

- 6.3.1. The CITY must send a copy of any audit report no later than six (6) months after the end of the CITY's fiscal year(s) by sending an emailed copy to CSHCDHCDFinance@spokanecounty.org or a hard copy to:

Spokane County Community Services, Housing, and
Community Development Department
Attn: Fiscal Division
1116 W. Broadway Avenue
Spokane, WA 99260

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

6.3.1.1.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.

6.3.1.1.2. Copy of the Management Letter and management Decision Letter, where applicable.

6.3.1.2. If the CITY is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to the COUNTY; no other report is required.

7. VENUE STIPULATION

7.1. 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.

8. COMPLIANCE WITH LAWS

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

8.2. The CITY and its subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 28 CFR Part 35 which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8.3. During the performance of this AGREEMENT, the CITY and its subcontractors, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In the event of the CITY's or its subcontractors' 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 or its subcontractors may be declared ineligible for further grants from the COUNTY or COMMERCE. The CITY or its subcontractors shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

9. ORDER OF PRECEDENCE

9.1. In the event of an inconsistency in the AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

9.1.1 Applicable federal and State of Washington Statutes and Regulations;

- 9.1.2. The agreement between COMMERCE and the COUNTY, Exhibit B;
- 9.1.3. This AGREEMENT and its Exhibits; and
- 9.1.4. The SDG Guidelines found at <https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>.

10. FRAUD AND ABUSE

- 10.1. The CITY shall establish, maintain and utilize internal systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in the performance of this AGREEMENT and to provide for the proper and effective management of all Program and fiscal activities by the Agreement. The CITY's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by the COUNTY.
- 10.2. The CITY shall do the following to guard against Fraud and Abuse:
 - 10.2.1. Develop written policies, procedures, and standards of conduct that articulate the CITY's commitment to comply with all applicable Federal and State standards including management responsibility and mandatory compliance plan;
 - 10.2.2. Provide effective, ongoing training, and education to the staff of the CITY and providers regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act, and whistle blower protection;
 - 10.2.3. Provide effective communication between, management, the CITYs staff, and providers;
 - 10.2.4. Enforce standards through well-publicized disciplinary guidelines;
 - 10.2.5. Conduct Internal monitoring and auditing;
 - 10.2.6. Respond promptly to detected offenses and development of corrective action initiatives; and
 - 10.2.7. Report fraud and/or abuse information to the COUNTY within one (1) business day of discovery to include the source of the complaint, the involved individual(s), nature of fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.
- 10.3. The CITY shall adhere to the following requirements, as outlined in Exhibits A and the SDG Guidelines: Fraud, Waste, and Abuse; HIPAA; and HIPAA HITECH.

11. CONFIDENTIALITY/SAFEGARDING INFORMATION

- 11.1. Confidential Information as used in this section includes:
 - 11.1.1. All material provided to the CITY by the COUNTY or COMMERCE that is designated as "confidential" by the COUNTY or COMMERCE;

- 11.1.2. All material produced by the CITY that is designated as “confidential” by COMMERCE; and
- 11.1.3. 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” (PHI) under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential 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 the COUNTY or COMMERCE 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 the Confidential Information or violation of any state or federal laws thereto. Upon request, the CITY shall provide the COUNTY or COMMERCE with its policies and procedures on confidentiality. SPOKANE COUNTY or COMMERCE may require changes to such policies and procedures as they apply to this grant whenever it is determined that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by SPOKANE COUNTY or COMMERCE. Upon request, the CITY shall immediately return to the COUNTY or COMMERCE any Confidential Information that the COUNTY or COMMERCE reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
- 11.3. Unauthorized Use or Disclosure. The CITY shall notify the COUNTY within one (1) working day of any unauthorized use or disclosure of Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. SUBCONTRACTORS

- 12.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT.
- 12.2. The CITY shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the COUNTY or COMMERCE in writing may:
 - 12.2.1. Require the CITY to amend its subcontracting procedures as they relate to this AGREEMENT;
 - 12.2.2. Prohibit the CITY from subcontracting with a particular person or entity; or

12.2.3. Require the CITY to rescind or amend and subcontract.

- 12.3. Every subcontract shall bind the subcontractor to the follow all applicable terms of this AGREEMENT. The CITY is responsible to the COUNTY and COMMERCE if the CITY or its subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The CITY shall appropriately monitor the activities of the subcontractor to assure fiscal conditions of this AGREEMENT. In no event, shall the existence of a subcontract operate to release or reduce the liability of the CITY to the COUNTY for any breach in the performance of the CITY's duties.
- 12.4. Every subcontract shall include a term that COMMERCE, the State of Washington, and the COUNTY are not liable for claims or damages arising from a subcontractors' performance of the subcontract.

13. MONITORING

- 13.1. The COUNTY shall provide technical assistance to the CITY, to the extent practicable. The COUNTY will monitor the performance of services and evaluate accomplishments and compliance with the terms of this Agreement throughout the project period. Monitoring may include a visit to the project site or to the CITY, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.
- 13.1.1. The CITY will be given a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
- 13.2. The CITY shall cooperate with the COUNTY or its agent in the evaluation of the CITY's performance under this AGREEMENT and make available all information reasonably required by any such evaluation process. Request for information will be responded to within three (3) business days and followed through within ten (10) business days. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56 and/or United States Code (USC) 5 USC 552 (Freedom of Information Act).
- 13.3. The CITY shall provide right of access to its facilities, including those of any subcontractor, to the COUNTY, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. The COUNTY shall provide reasonable notice of any COUNTY monitoring or evaluation, unless the COUNTY has reason to believe that monitoring without notice is necessary. The COUNTY shall monitor the CITY programmatically and financially on site within the sole discretion of the COUNTY. The CITY shall make available to the COUNTY, the state auditor, books or pertinent information which the CITY shall have kept pertaining to this AGREEMENT and as required by this AGREEMENT, Washington law. The CITY shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this AGREEMENT.

- 13.4. The CITY shall respond timely and accurately to requests from the COUNTY to provide information necessary to respond to inquiries from entities having authority to make such request.
- 13.5. The CITY agrees to notify the COUNTY in advance of any state or other formal inspections, audits, accreditation or program reviews and provide to the COUNTY copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.
- 13.6. The CITY will monitor the performance of services and evaluate accomplishments and compliance with the terms of its agreements with its subcontractors throughout the project period. Monitoring may include a visit to the project site or to the subcontractor's organization, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.
 - 13.6.1. The CITY will give its subcontractor a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
 - 13.6.2. The CITY will include the monitoring language in 14.1. through 14.5. above in all subcontracts.

14. AMENDMENTS AND MODIFICATIONS

- 14.1. The COUNTY and/or the CITY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and the CITY. No other understandings or agreements, written or oral, shall be binding on the PARTIES.
- 14.2. The CITY hereby acknowledges that this AGREEMENT is subject to all, RCWs, and Washington Administrative Codes (WAC) applicable to this AGREEMENT. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The COUNTY will provide notice of such amendment required by this paragraph when the COUNTY is aware of them. The CITY agrees to accept, and execute any and all amendments offered by the COUNTY needed to effectuate the, RCW, and/or WAC.
- 14.3. Any proposed change(s) in the project scope of service, budget, location, or the number of beneficiaries served as described in the CITY's Application and Scope of Work, must be submitted in writing to the COUNTY for approval prior to incurring any project costs or implementing any substantial project modifications. Any such changes shall be considered a request to modify or amend this AGREEMENT.

15. WAIVER

- 15.1. No officer, employee, agent or otherwise of the COUNTY or the CITY has the power, right or authority to waive any of the terms, conditions, provisions, and/or covenants to this AGREEMENT. No waiver of any breach or violation of any provision of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or by 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.

16. TERMINATION FOR CAUSE / SUSPENSION

- 16.1. In the event the COUNTY determines the CITY has failed to comply with the conditions of this AGREEMENT in a timely manner, the COUNTY has the right to suspend or terminate this AGREEMENT in whole or in part upon written notice to the CITY. Before suspending or terminating this AGREEMENT, the COUNTY shall notify the CITY in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, this AGREEMENT may be terminated or suspended. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.
- 16.2. 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 Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).
- 16.3. The COUNTY reserves the right to suspend all or part of this AGREEMENT, withhold further payments, or may prohibit the CITY's from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CITY or decision by the COUNTY to terminate this AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the CITY was not in default or the failure to perform was outside his or her control, fault, or negligence.
- 16.4. All rights and remedies of the COUNTY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

17. TERMINATION FOR CONVENIENCE

- 17.1. Except as otherwise provided in this AGREEMENT, the 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, for convenience. 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.

18. TERMINATION PROCEDURES

- 18.1. Upon termination of this AGREEMENT, the COUNTY in addition to any other rights provided in this AGREEMENT, may require the CITY to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
- 18.2. The COUNTY shall pay the CITY the agreed upon price, if separately stated, for completed work and services accepted by the COUNTY, and the amount agreed upon by the CITY AND the COUNTY for: (i) completed works and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by the COUNTY; and (iv) the protection and presentation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the COUNTY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The COUNTY may withhold from any amounts due to the CITY such sum as the Authorized Representative determines to be necessary to protect the COUNTY against potential loss or liability.
- 18.3. The rights and remedies of the 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, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 18.4. After receipt of a Notice of Termination, and except as otherwise directed by the COUNTY, the CITY shall:
 - 18.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 18.4.2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
 - 18.4.3. Assign to the COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case the 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 the COUNTY; and
 - 18.4.4. Preserve and transfer any materials, Agreement deliverables and/or the COUNTY property in the City's possession as directed by the COUNTY.

19. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

20. CONFLICT OF INTEREST

- 20.1. No officer or employee of the COUNTY; no member, officer, or employee of the CITY or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the CITY who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.
- 20.2. The CITY shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.
- 20.3. Notwithstanding any determination made by the Executive Ethics Board of COMMERCE, other tribunal, or the Spokane Board of County Commissioners, the COUNTY may, in its sole discretion, by written notice to the CITY terminate this AGREEMENT if it is found after due notice and examination that there is a violation of Ethics in Public Service Act, RCW Chapters 42.52 and 42.23 or any other similar statute involving the CITY in the procurement of, or performance under this contract.
- 20.4. Specific restrictions apply to contracting with current or former state employees pursuant to RCW Chapter 42.52. The CITY and their subcontractor(s) must identify any person employed in any capacity by the State of Washington that worked on the SDG program (during the twenty-four (24) month period preceding the start date of this AGREEMENT) including but not limited to: formulating or drafting legislation; participating in grant procurement planning and execution; awarding grants; and monitoring grants. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined that a conflict exists, the CITY may be disqualified from further consideration for the award of this grant.

21. DISPUTE RESOLUTION

- 21.1. Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a

representative by the CITY and a third party mutually agreed upon by both parties. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

22. INDEMNIFICATION AND INSURANCE

22.1. Indemnification

- 22.1.1. SPOKANE 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). SPOKANE COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 22.1.2. The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). the CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 22.1.3. The COUNTY and the 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 the COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and the CITY, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 22.1.4. These indemnifications and waiver shall survive the termination of this AGREEMENT.
- 22.1.5. 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.

22.1.6. Insofar as the funding source, is an agency of the government, the following shall apply:

22.1.6.1. 44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

22.1.6.2. OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA): The CITY represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the CITY's performance under this AGREEMENT. To the extent allowed by law, the CITY further agrees to indemnify and hold harmless the COUNTY, and its employees and agents from all liability, damages, and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the COUNTY as a result of the failure of the CITY to so comply.

22.2. Insurance

22.2.1. 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.

23. LOSS OR REDUCTION OF FUNDING

23.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing the CITY an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

24. NONASSIGNABILITY

24.1. Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY.

25. NOTICES

25.1. Any notices required in accordance with any of the provisions herein shall be delivered personally, or sent by registered or certified mail to:

To: **Director**

Spokane County Community Services, Housing, and Community
Development Department
1116 W. Broadway Avenue
Spokane, WA 99260

With a copy to: **Community Development Specialist 3**

Spokane County Community Services, Housing, and Community
Development Department
1116 W. Broadway Avenue
Spokane, WA 99260

Contractor to: **Kirstin David**

Communications Manager
City of Spokane
Community, Housing & Human Services Division
808 West Spokane Falls Blvd
Spokane, WA 99201

26. COPYRIGHT PROVISIONS

- 26.1. The COUNTY hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with SDG funds.

27. PAY EQUITY

- 27.1. The CITY agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:
- 27.1.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
 - 27.1.2. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 27.1.2.1. A seniority system, a merit systems, a system that measures earnings by quality of production, a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
 - 27.1.2.1.1. 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.

- 27.1.2.1.2. 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.

- 27.2. This AGREEMENT may be terminated by the COUNTY, if the COUNTY or COMMERCE determines that the CITY is not in compliance with this provision.

28. POLITICAL ACTIVITY

- 28.1. No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

29. PUBLICITY

- 29.1. The CITY agrees to submit to the COUNTY and COMMERCE, prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein the COUNTY's and/or COMMERCE's name is mentioned or language used from which the connection of the COUNTY and/or COMMERCE's name may, in the judgment of the COUNTY and/or the COMMERCE be inferred or implied. The CITY agrees not to publish or use such advertising and publicity matters without the prior written consent of the COUNTY and/or COMMERCE. The CITY may copyright original work it develops in the course of or under this AGREEMENT, however, pursuant to 2 CFR Part 200.315, COMMERCE reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.
- 29.2. Publication resulting from work performed under this AGREEMENT shall include an acknowledgement of the COUNTY'S AND COMMERCE's financial support, and a statement that the publication does not constitute an endorsement by the COUNTY/COMMERCE or reflect the COUNTY/COMMERCE's views.

30. RECORDS

- 30.1. The CITY agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect THE CITY's contracts, sub awards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- 30.2. The CITY's records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or COMMERCE or its designee, by the Office of the State Auditor, HUD or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the CITY with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.

- 30.3. The records shall be made available by the CITY for such inspection, and audit together with suitable space for such purpose, at any and all times during the CITY's normal working day.
- 30.4. The CITY shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

31. SEVERABILITY

- 31.1. If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

32. TAXES, FEES, AND LICENSES

- 32.1 Unless otherwise provided in this AGREEMENT, the CITY shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the CITY or its staff required by statute or regulation that are applicable to the AGREEMENT performance.

33. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

- 33.1. The CITY is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. The CITY may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

34. EXECUTION AND APPROVAL

- 34.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

35. MISCELLANEOUS

- 35.1. 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.
- 35.2. Calculation of Time Periods. Unless otherwise specified, in calculating any period of time described in this AGREEMENT, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or County holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- 35.3. 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.
- 35.4. Further Documentation. The CITY agrees to execute, acknowledge, and deliver upon reasonable request by the COUNTY any document, which the COUNTY reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 35.5. Gender and Grammar. Wherever appropriate in this AGREEMENT, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- 35.6. Headings. The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 35.7. 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 AGREEMENT.
- 35.8. No Third-Party Beneficiaries. Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefits or right, greater than that enjoyed by the general public, to third persons.
- 35.9. Registration with the Department of Revenue. If required by law, the CITY shall complete registration with the Washington State Department of Revenue.
- 35.10. Right of Inspection. The CITY shall provide right of access to its facilities to the COUNTY, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

- 35.11. Site Security. While on the COUNTY or COMMERCE premises, the CITY, it agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.
- 35.12. Survival. The terms, conditions, and warranties contained in this AGREEMENT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this AGREEMENT, shall so survive.
- 35.13. Time of Essence. Time is of the essence of this AGREEMENT.

SYSTEM DEMONSTRATION GRANT (SDG) SERVICES AGREEMENT**EXHIBIT A****SCOPE OF WORK**

1. CITY shall commit to operating a high-performing crisis response system in Spokane County by:
 - 1.1. Prioritizing unsheltered homeless households for services (Guidelines: Administrative Requirements).
 - 1.2. Prioritizing households most likely to become homeless when using prevention rent assistance. (Guidelines: Additional Requirements for Rapid-Rehousing and Targeted Prevention Programs).
2. CITY shall submit the following monthly deliverables in a timely manner with truthful, accurate information:
 - 2.1. Invoice and Voucher Detail Worksheet for reimbursement.
 - 2.2. Required report(s) from HMIS included with the Invoice (Guidelines: Fiscal Administration).
3. CITY shall submit the following deliverables in a timely manner with truthful, accurate information:
 - 3.1. Local Homeless Housing Plan Updates (Guidelines: Reporting Requirements).
 - 3.2. Annual County Report/Homeless Housing Inventory including Point-In-Time Count information (Guidelines: Reporting Requirements).
 - 3.3. Essential Needs Report (Guidelines: Reporting Requirements).
 - 3.4. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate. (Guidelines: Administrative Requirements and HMIS).
4. CITY shall comply with all requirements, policies and procedures in the Consolidated Homeless Grant System Demonstration Grant Guidelines, including the Coordinated Entry Guidelines.
5. Performance activities will be monitored by COUNTY. CITY must submit the following deliverables upon request:
 - 5.1. Evidence of communicating performance outcomes with subgrantees through web-based dashboards, reports or other means.
 - 5.2. Evidence of performance monitoring.
 - 5.3. A description of performance monitoring outcomes including the number of projects with performance issues and specific actions taken (e.g. development of technical assistance plans, reduction in funding, etc.).
 - 5.4. A description of performance improvement strategies currently deployed or in development. A description of performance improvement strategies currently deployed or in development.

- 5.6. The unsheltered prioritization performance measure and benchmark is outlined in the table below. Grantees must meet or demonstrate progress towards established performance target (Guidelines: Administrative Requirements and Appendix A: Performance Requirements).

Intervention Type	Performance Measure	SFY 2021 Baseline	Change from Baseline	June 30, 2022 Benchmark
System	Increase Percent Unsheltered and Flee Violence	57%	Increase 5 percentage points	TBD

6. Consequences of non-compliance:

- 6.1. If COUNTY determines that CITY is failing to comply with the Guidelines, Terms, and Conditions, COUNTY will notify CITY that CITY will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
- 6.2. If the CITY is still out of compliance after the technical assistance, COUNTY may move the CITY into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- 6.3. If the CITY remains out of compliance after the probation period, COUNTY may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

SYSTEM DEMONSTRATION GRANT (SDG) SERVICES AGREEMENT
EXHIBIT B
BUDGET

Budget Category	Amount
SDG Base: Administrative Costs	\$89,162.00
SDG Base: Rent/Fac Support Lease	\$348,977.00
SDG Base: Other Rent/Fac Support Lease & Housing Costs	\$8,267.00
SDG Base: Operations	\$374,757.00
Total Budget	\$821,163.00

AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR ADMINISTERING SPOKANE COUNTY'S FY 2021 SYSTEM DEMONSTRATION GRANT (SDG)

1. Contractor City of Spokane 808 West Spokane Falls Boulevard Spokane, WA 99201		2. Contract Amount \$821,163.00	3. Tax ID# 91-6001280 4. DUNS# 115528189
5. Representative Kirstin Davis, Communications Manager City of Spokane Community, Housing and Human Services 808 West Spokane Falls Boulevard Spokane, WA 99201 (509) 625-7773 kdavis@spokanecity.org		6. Spokane County's Representative Kathleen Torella, Director Spokane County Community Services, Housing, and Community Development (CSHCD) Department 1116 W. Broadway Avenue Spokane, WA 99260 509-477-7561 ktorella@spokanecounty.org	
7. Contract ID # 21HCD2581	8. Original Grant ID# 20-46108-29	9. Start Date 07/01/2021	10. End Date 06/30/2022
11. Funding Source: <div style="text-align: right;"> <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local </div>			
12. Federal Funds (as applicable) N/A	CFDA # N/A	Federal Agency: N/A	
13. Contractor Selection Process: (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		14. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
15. Grant Purpose & Description: This grant provides resources to assist people who are experiencing homelessness, obtain and maintain housing stability. The Contractor and its subcontractors must prioritize unsheltered homeless households for assistance and services.			
16. IN WITNESS WHEREOF Spokane County and the City of Spokane, acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Scope of Work (Exhibit A); Budget (Exhibit B); Department of Commerce SDG Agreement (Exhibit C); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.			
FOR THE CONTRACTOR: <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: right;">Date</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Title</div>		FOR SPOKANE COUNTY: <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: right;">Date</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Title</div>	

This Agreement, (the AGREEMENT), is entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, in care of the Spokane County Community Services, Housing, and Community Development Department, whose address is 1116 W. Broadway Avenue, Spokane, WA 99260 (herein after referred to as COUNTY), and the CITY OF SPOKANE (herein after referred to as "CITY", a municipal corporation of the State of Washington, in care of the Community Housing and Human Services Department (CHHS), whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and jointly referred to, as the "Parties." In the matter set forth herein.

WITNESSETH

WHEREAS, The Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington (RCW) Section 36.32.120(6), has the care of SPOKANE COUNTY property and the management of COUNTY funds and business; and

WHEREAS, the CITY is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to the provisions of the RCW 39.080, the COUNTY and the CITY may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the purpose of this AGREEMENT, is to contract with the CITY to administer the COUNTY'S portion of the System Demonstration Grant (SDG) funds, provided through the Washington State Department of Commerce (COMMERCE); and

WHEREAS, for purposes of administering the Grant, SPOKANE COUNTY designates the CITY to act, on behalf of the COUNTY, as its subcontractor in providing homeless assistance to individuals and families within the City of Airway Heights, City of Cheney, City of Deer Park, City of Liberty Lake, City of Medical Lake, City of Millwood, City of Spokane Valley, Town of Fairfield, Town of Latah, Town of Rockford, Town of Spangle, the Town of Waverly, and the unincorporated areas of the COUNTY; and

WHEREAS, the COUNTY and the City shall collaborate in the use of grant funded activities, pursuant with the most recent SDG Guidelines, as amended, and the established Regional Homeless Crisis Response System; and

WHEREAS, the SDG is authorized, in accordance with Chapter RCW 43.185C, of the Homeless Housing and Assistance Act (HHAA).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the Parties agree as follows:

1. PERIOD OF PERFORMANCE

- 1.1. Contingent on the receipt of a notice to proceed from the COUNTY, this AGREEMENT shall be effective on July 1, 2021 and shall be completed no later than June 30, 2022 hereinafter referred to as the Project Period.
- 1.2. Except as stated herein, the Project Period may be changed only by amendment to this AGREEMENT executed no less than forty-five (45) days in advance of the expiration date of this AGREEMENT, acceptance of which amendment shall be within the sole discretion of the COUNTY.

2. SERVICES

- 2.1. The CITY agrees to provide the services set forth herein, and provide the required reporting of its contractual duties in a manner consistent with this AGREEMENT, the applicable sections of the COMMERCE/COUNTY Agreement attached as Exhibit C, and generally accepted practices.

3. STATEMENT OF WORK AND DELIVERABLES

- 3.1. The CITY will plan, administer, and implement the Project as described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth. The CITY and its subcontractors, shall adhere to the agreed upon budgets, schedules, and commitments.
- 3.2. The CITY shall be responsible for meeting the following deliverables, as well as others identified in this AGREEMENT, unless otherwise exempted in this AGREEMENT or by written notification of exemption by the COUNTY:

Document	Due Date
Certificates of Insurance or Self-Insurance Letter	Upon execution of this AGREEMENT and within five (5) days of renewal of coverage
Fraud and Abuse Policy	Available upon request
Records Retention and Storage Policy	Available upon request

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

3.4. Reports

- 3.4.1. The CITY shall prepare, complete and submit reports and other information as required by the COUNTY to demonstrate compliance with applicable regulations, and project performance standards as described in this document. Failure to prepare and submit required reports and documents will constitute a breach of the performance of this Agreement

and lead to suspension and/or termination of the Agreement pursuant to the terms of this Agreement.

3.4.2. The CITY shall:

- 3.4.2.1. Report to the COUNTY methods used to implement Fair Housing Laws and affirmatively market services to otherwise qualified persons, without regard to age, sex, color, ethnic origin, religion, disability or familial status.
- 3.4.2.2. Include identification of the COUNTY SDG funding on all printed materials, including signage, books, reports, pamphlets, brochures, posters and articles, published and circulated for the purpose of describing, evaluating, or publicizing services or activities funded under this Agreement.
- 3.4.2.3. Submit project progress, project benefit, and project financial reports within the timelines presented below.
 - 3.4.2.3.1. Reports will include the following:
 - 3.4.2.3.1.1. Local Homeless Housing Plan Updates;
 - 3.4.2.3.1.2. Annual County Report/Homeless Housing Inventory including Point-In-Time County information;
 - 3.4.2.3.1.3. Essential Needs Report; and
 - 3.4.2.3.1.4. Complete data that is timely, truthful, and accurate.
- 3.4.2.4. At the earliest date during and/or after completion of the project, submit to the COUNTY an audit report of the project, for the project period if applicable. Refer to Section 9. Access, Examination, Audit, and Monitoring, for instructions regarding audit requirements.
- 3.4.2.5. Attend quarterly CITY/COUNTY collaborative meetings. Meetings will cover the following topics at a minimum:
 - 3.4.2.5.1. Macros of full system homeless housing system delivery per HMIS;
 - 3.5.2.5.2. Breakdowns per intervention type;
 - 3.5.2.5.3. Further drill downs to cities and towns;
 - 3.5.2.5.4. SDG-program specific breakdowns; and
 - 3..5.2.5.5. Survey results and ongoing discussion regarding access point data (e.g. COC Report on Access/Assessment).
- 3.4.3. All reports, unless otherwise specifically noted, will be due by the 15th of each month and will contain data obtained during the preceding month, or other indicated reporting period.

- 3.4.4. Accurate input and maintenance of data in an approved HMIS is a condition of funding.
 - 3.4.4.1. Input and maintenance of data must be completed by the 5th day of the month following the month of service.
- 3.4.5. **Reimbursement for project costs incurred will be contingent upon the submission of required reports. Failure to notify a CITY subcontractor to submit timely required reports, does not release the CITY from the responsibility for their timely submittal.**

3.5. Data Collection

- 3.5.1. The CITY will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the PARTIES, regarding work under this AGREEMENT performed by the CITY and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business subcontractors. Subcontractors shall mean subcontractors at any tier.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY and/or employees or agents performing under this AGREEMENT are not employees or agents of the COUNTY or COMMERCE in any manner whatsoever. The CITY will not be presented as, nor claim to be, an officer or employee of the COUNTY or COMMERCE by reason of this AGREEMENT nor will the CITY make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY or COMMERCE by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW chapter 41.06.
- 4.2. The CITY agrees to not hold the State of Washington or COMMERCE liable for claims or damages arising from the CITY's performance of this AGREEMENT.

5. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- 5.1. Funding sources under this AGREEMENT are as follows:

SDG Funds RCW 43.185C:	\$851,163.00
------------------------	--------------
- 5.2. Total maximum funding under this AGREEMENT is Eight Hundred Fifty-One Thousand, One Hundred Sixty-Three Dollars (\$851,163.00). Only funds for the reimbursement of actual allowable costs will be reimbursed to the CITY.
- 5.3. The CITY must abide by the limitations outlined in the Scope of Work, Exhibit A, including any mutually agreed upon Exhibit A updates, for the allowable and unallowable uses of funds under this program.

- 5.4. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. The CITY shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 5.5. Duplication of Billed Costs. The CITY shall not bill the COUNTY for services performed under this AGREEMENT, and the COUNTY shall not pay the CITY, if the CITY is entitled to payment or has been or will be paid by any other source, including grants for that service.
- 5.6. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organizations or that of its subcontractors.
- 5.7. Eligible Uses of Funds. Funding awarded under the AGREEMENT may only be used for eligible activities and expenses described in the SDG Program Guidelines found at <https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>.
- 5.8. Requests for Reimbursement
 - 5.8.1. The CITY shall submit requests for reimbursement of actual allowable costs incurred by the CITY in performance of this Agreement and in accordance with the attached budget, Exhibit B. Requests for reimbursement must be accompanied by documentation substantiating eligibility of costs for which reimbursement is requested. The CITY shall submit the final requests for reimbursement not later than thirty (30) days after this expiration of the close of the Project period. The final request for reimbursement shall provide a reconciliation of actual revenue and expenses for the entire period of this Agreement.
 - 5.8.2. Costs incurred prior to the effective date of or after the expiration date of this Agreement, ineligible costs, or unallowable costs, will not be reimbursed by the COUNTY, unless previously approved by the COUNTY and subject to this Agreement being signed by all parties.
 - 5.8.3. Only those budget line items that appear in the budget section of Exhibit B will be considered for reimbursement.
 - 5.8.4. No change(s) to the budget shall be binding upon the Parties except by amendment to this Agreement executed pursuant to the General Terms and Conditions of this Agreement.
 - 5.8.5. If allowable actual costs for a given month are less than the budgeted amount pursuant to the budget, Exhibit B, reimbursement shall not exceed the allowable actual costs. The maximum allowable monthly payment shall equal the total budget maximum to date less the total payments to date.
 - 5.8.6. All funds obligated or committed by the CITY to contractors, suppliers, etc. during the Project Period must be expended on or before June 30, 2022 SDG funds, which are not expended by June 30, 2022, shall be returned to the COUNTY.

- 5.8.7. Invoices are due by no later than the 15th day of the month following the provision of services. If the CITY fails to submit an invoice prior to the 16th of the month following the provision of services, without a reasonable explanation, the COUNTY may withhold payment.
 - 5.8.7.1. The City will make every attempt to include all contracted sub-grantee totals on the invoice; if their sub-grantee invoice is delayed, the City will submit a supplemental invoice for those sub-grantee's totals, no later than the 30th day of the month following the provision of services.
 - 5.8.7.2. Invoices must be [submitted](#) through the Neighborly Software Reporting Module.
- 5.8.8. Complete invoices are defined as submitting a timely, completed and signed county-designed invoice form, supportive documentation for administrative, operational and programmatic expenditures, the monthly report and supportive documentation substantiating numbers submitted on the monthly reports. Please see the Performance Measurement and Supportive Reports section for more details. Invoices are not considered complete until all pieces have been received and will not be sent forward for payment.
- 5.8.9. The Invoice and Voucher Detail Worksheet must also be submitted to the COUNTY in conjunction with each monthly invoice submitted through Neighborly Software Reporting Module.
- 5.9. Budgeting.
 - 5.9.1. RCWs 36.22.179 and 36.22.1791 shall apply to the AGREEMENT and to all funds disbursed hereunder. Except as noted in the AGREEMENT, costs are reimbursable under the Budgeting Accounting Reporting System (BARS), including all supplements and revisions thereto, prescribed by the Washington State Auditor's Office.
 - 5.9.2. Up to One Thousand Five Hundred Dollars (\$1,500.00) per grant period can be spent on equipment expenditures, unless approved in advance by the COUNTY in writing.
 - 5.9.3. All budget revisions must be requested in writing and approved by the COUNTY in writing. The detailed budget form submitted upon application to deliver services for this contract shall be used when requesting revisions and will include a column for the original budget and a column clearly denoting the newly revised and requested budget.
 - 5.9.4. When revisions move funds from one budget category to another and/or the revision reaches more than ten percent (10%) of the grant total a formal amendment is additionally required-
- 5.10. Recovery of Overpayment to the CITY. The CITY shall not be reimbursed more than the amount of the allowable costs of performance of this AGREEMENT. When the CITY, COUNTY, or any other state or federal agency determines that

the CITY has received payments under this AGREEMENT in excess of reimbursement described in the reimbursement subsection of this AGREEMENT, or otherwise not in conformity with the AGREEMENT, the COUNTY shall recoup those payments, together with interest, from what would otherwise be the COUNTY's liability under this AGREEMENT. If the CITY receives a notice of overpayment, which the COUNTY shall be required to timely provide, the CITY may protest the overpayment determination pursuant to the Dispute Resolution Section of this AGREEMENT. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the CITY.

6. AUDIT

6.1. General Requirements

- 6.1.1. The CITY shall procure audit services based on the following guidelines.
- 6.1.2. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that subcontractors also maintain auditable records.
- 6.1.3. The CITY is responsible for any audit exceptions incurred by its own organization or that of its subcontractors.
- 6.1.4. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
- 6.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to the COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

6.2. State Funds Requirements

- 6.2.1. In the event an audit is required, 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.
- 6.2.2. The CITY shall include the above audit requirements in any subcontracts.
- 6.2.3. In any case, the CITY's records must be available for review by the COUNTY or by COMMERCE.

6.3. Documentation Requirements

- 6.3.1. The CITY must send a copy of any audit report no later than six (6) months after the end of the CITY's fiscal year(s) by sending an emailed copy to CSHCDHCDFinance@spokanecounty.org or a hard copy to:

Spokane County Community Services, Housing, and
Community Development Department
Attn: Fiscal Division
1116 W. Broadway Avenue
Spokane, WA 99260

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

6.3.1.1.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.

6.3.1.1.2. Copy of the Management Letter and management Decision Letter, where applicable.

6.3.1.2. If the CITY is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to the COUNTY; no other report is required.

7. VENUE STIPULATION

7.1. 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.

8. COMPLIANCE WITH LAWS

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

8.2. The CITY and its subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 28 CFR Part 35 which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8.3. During the performance of this AGREEMENT, the CITY and its subcontractors, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In the event of the CITY's or its subcontractors' 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 or its subcontractors may be declared ineligible for further grants from the COUNTY or COMMERCE. The CITY or its subcontractors shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

9. ORDER OF PRECEDENCE

9.1. In the event of an inconsistency in the AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

9.1.1 Applicable federal and State of Washington Statutes and Regulations;

- 9.1.2. The agreement between COMMERCE and the COUNTY, Exhibit B;
- 9.1.3. This AGREEMENT and its Exhibits; and
- 9.1.4. The SDG Guidelines found at <https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>.

10. FRAUD AND ABUSE

- 10.1. The CITY shall establish, maintain and utilize internal systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in the performance of this AGREEMENT and to provide for the proper and effective management of all Program and fiscal activities by the Agreement. The CITY's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by the COUNTY.
- 10.2. The CITY shall do the following to guard against Fraud and Abuse:
 - 10.2.1. Develop written policies, procedures, and standards of conduct that articulate the CITY's commitment to comply with all applicable Federal and State standards including management responsibility and mandatory compliance plan;
 - 10.2.2. Provide effective, ongoing training, and education to the staff of the CITY and providers regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act, and whistle blower protection;
 - 10.2.3. Provide effective communication between, management, the CITYs staff, and providers;
 - 10.2.4. Enforce standards through well-publicized disciplinary guidelines;
 - 10.2.5. Conduct Internal monitoring and auditing;
 - 10.2.6. Respond promptly to detected offenses and development of corrective action initiatives; and
 - 10.2.7. Report fraud and/or abuse information to the COUNTY within one (1) business day of discovery to include the source of the complaint, the involved individual(s), nature of fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.
- 10.3. The CITY shall adhere to the following requirements, as outlined in Exhibits A and the SDG Guidelines: Fraud, Waste, and Abuse; HIPAA; and HIPAA HITECH.

11. CONFIDENTIALITY/SAFEGARDING INFORMATION

- 11.1. Confidential Information as used in this section includes:
 - 11.1.1. All material provided to the CITY by the COUNTY or COMMERCE that is designated as "confidential" by the COUNTY or COMMERCE;

- 11.1.2. All material produced by the CITY that is designated as “confidential” by COMMERCE; and
- 11.1.3. 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” (PHI) under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential 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 the COUNTY or COMMERCE 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 the Confidential Information or violation of any state or federal laws thereto. Upon request, the CITY shall provide the COUNTY or COMMERCE with its policies and procedures on confidentiality. SPOKANE COUNTY or COMMERCE may require changes to such policies and procedures as they apply to this grant whenever it is determined that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by SPOKANE COUNTY or COMMERCE. Upon request, the CITY shall immediately return to the COUNTY or COMMERCE any Confidential Information that the COUNTY or COMMERCE reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
- 11.3. Unauthorized Use or Disclosure. The CITY shall notify the COUNTY within one (1) working day of any unauthorized use or disclosure of Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. SUBCONTRACTORS

- 12.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT.
- 12.2. The CITY shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the COUNTY or COMMERCE in writing may:
 - 12.2.1. Require the CITY to amend its subcontracting procedures as they relate to this AGREEMENT;
 - 12.2.2. Prohibit the CITY from subcontracting with a particular person or entity; or

12.2.3. Require the CITY to rescind or amend and subcontract.

- 12.3. Every subcontract shall bind the subcontractor to the follow all applicable terms of this AGREEMENT. The CITY is responsible to the COUNTY and COMMERCE if the CITY or its subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The CITY shall appropriately monitor the activities of the subcontractor to assure fiscal conditions of this AGREEMENT. In no event, shall the existence of a subcontract operate to release or reduce the liability of the CITY to the COUNTY for any breach in the performance of the CITY's duties.
- 12.4. Every subcontract shall include a term that COMMERCE, the State of Washington, and the COUNTY are not liable for claims or damages arising from a subcontractors' performance of the subcontract.

13. MONITORING

- 13.1. The COUNTY shall provide technical assistance to the CITY, to the extent practicable. The COUNTY will monitor the performance of services and evaluate accomplishments and compliance with the terms of this Agreement throughout the project period. Monitoring may include a visit to the project site or to the CITY, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.
- 13.1.1. The CITY will be given a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
- 13.2. The CITY shall cooperate with the COUNTY or its agent in the evaluation of the CITY's performance under this AGREEMENT and make available all information reasonably required by any such evaluation process. Request for information will be responded to within three (3) business days and followed through within ten (10) business days. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56 and/or United States Code (USC) 5 USC 552 (Freedom of Information Act).
- 13.3. The CITY shall provide right of access to its facilities, including those of any subcontractor, to the COUNTY, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. The COUNTY shall provide reasonable notice of any COUNTY monitoring or evaluation, unless the COUNTY has reason to believe that monitoring without notice is necessary. The COUNTY shall monitor the CITY programmatically and financially on site within the sole discretion of the COUNTY. The CITY shall make available to the COUNTY, the state auditor, books or pertinent information which the CITY shall have kept pertaining to this AGREEMENT and as required by this AGREEMENT, Washington law. The CITY shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this AGREEMENT.

- 13.4. The CITY shall respond timely and accurately to requests from the COUNTY to provide information necessary to respond to inquiries from entities having authority to make such request.
- 13.5. The CITY agrees to notify the COUNTY in advance of any state or other formal inspections, audits, accreditation or program reviews and provide to the COUNTY copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.
- 13.6. The CITY will monitor the performance of services and evaluate accomplishments and compliance with the terms of its agreements with its subcontractors throughout the project period. Monitoring may include a visit to the project site or to the subcontractor's organization, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.
 - 13.6.1. The CITY will give its subcontractor a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
 - 13.6.2. The CITY will include the monitoring language in 14.1. through 14.5. above in all subcontracts.

14. AMENDMENTS AND MODIFICATIONS

- 14.1. The COUNTY and/or the CITY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and the CITY. No other understandings or agreements, written or oral, shall be binding on the PARTIES.
- 14.2. The CITY hereby acknowledges that this AGREEMENT is subject to all, RCWs, and Washington Administrative Codes (WAC) applicable to this AGREEMENT. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The COUNTY will provide notice of such amendment required by this paragraph when the COUNTY is aware of them. The CITY agrees to accept, and execute any and all amendments offered by the COUNTY needed to effectuate the, RCW, and/or WAC.
- 14.3. Any proposed change(s) in the project scope of service, budget, location, or the number of beneficiaries served as described in the CITY's Application and Scope of Work, must be submitted in writing to the COUNTY for approval prior to incurring any project costs or implementing any substantial project modifications. Any such changes shall be considered a request to modify or amend this AGREEMENT.

15. WAIVER

- 15.1. No officer, employee, agent or otherwise of the COUNTY or the CITY has the power, right or authority to waive any of the terms, conditions, provisions, and/or covenants to this AGREEMENT. No waiver of any breach or violation of any provision of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or by 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.

16. TERMINATION FOR CAUSE / SUSPENSION

- 16.1. In the event the COUNTY determines the CITY has failed to comply with the conditions of this AGREEMENT in a timely manner, the COUNTY has the right to suspend or terminate this AGREEMENT in whole or in part upon written notice to the CITY. Before suspending or terminating this AGREEMENT, the COUNTY shall notify the CITY in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, this AGREEMENT may be terminated or suspended. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.
- 16.2. 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 Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).
- 16.3. The COUNTY reserves the right to suspend all or part of this AGREEMENT, withhold further payments, or may prohibit the CITY's from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CITY or decision by the COUNTY to terminate this AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the CITY was not in default or the failure to perform was outside his or her control, fault, or negligence.
- 16.4. All rights and remedies of the COUNTY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

17. TERMINATION FOR CONVENIENCE

- 17.1. Except as otherwise provided in this AGREEMENT, the 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, for convenience. 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.

18. TERMINATION PROCEDURES

- 18.1. Upon termination of this AGREEMENT, the COUNTY in addition to any other rights provided in this AGREEMENT, may require the CITY to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
- 18.2. The COUNTY shall pay the CITY the agreed upon price, if separately stated, for completed work and services accepted by the COUNTY, and the amount agreed upon by the CITY AND the COUNTY for: (i) completed works and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by the COUNTY; and (iv) the protection and presentation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the COUNTY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The COUNTY may withhold from any amounts due to the CITY such sum as the Authorized Representative determines to be necessary to protect the COUNTY against potential loss or liability.
- 18.3. The rights and remedies of the 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, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 18.4. After receipt of a Notice of Termination, and except as otherwise directed by the COUNTY, the CITY shall:
 - 18.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 18.4.2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
 - 18.4.3. Assign to the COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case the 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 the COUNTY; and
 - 18.4.4. Preserve and transfer any materials, Agreement deliverables and/or the COUNTY property in the City's possession as directed by the COUNTY.

19. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

20. CONFLICT OF INTEREST

- 20.1. No officer or employee of the COUNTY; no member, officer, or employee of the CITY or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the CITY who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.
- 20.2. The CITY shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.
- 20.3. Notwithstanding any determination made by the Executive Ethics Board of COMMERCE, other tribunal, or the Spokane Board of County Commissioners, the COUNTY may, in its sole discretion, by written notice to the CITY terminate this AGREEMENT if it is found after due notice and examination that there is a violation of Ethics in Public Service Act, RCW Chapters 42.52 and 42.23 or any other similar statute involving the CITY in the procurement of, or performance under this contract.
- 20.4. Specific restrictions apply to contracting with current or former state employees pursuant to RCW Chapter 42.52. The CITY and their subcontractor(s) must identify any person employed in any capacity by the State of Washington that worked on the SDG program (during the twenty-four (24) month period preceding the start date of this AGREEMENT) including but not limited to: formulating or drafting legislation; participating in grant procurement planning and execution; awarding grants; and monitoring grants. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined that a conflict exists, the CITY may be disqualified from further consideration for the award of this grant.

21. DISPUTE RESOLUTION

- 21.1. Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a

representative by the CITY and a third party mutually agreed upon by both parties. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

22. INDEMNIFICATION AND INSURANCE

22.1. Indemnification

- 22.1.1. SPOKANE 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). SPOKANE COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 22.1.2. The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). the CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 22.1.3. The COUNTY and the 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 the COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and the CITY, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 22.1.4. These indemnifications and waiver shall survive the termination of this AGREEMENT.
- 22.1.5. 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.

22.1.6. Insofar as the funding source, is an agency of the government, the following shall apply:

22.1.6.1. 44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

22.1.6.2. OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA): The CITY represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the CITY's performance under this AGREEMENT. To the extent allowed by law, the CITY further agrees to indemnify and hold harmless the COUNTY, and its employees and agents from all liability, damages, and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the COUNTY as a result of the failure of the CITY to so comply.

22.2. Insurance

22.2.1. 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.

23. LOSS OR REDUCTION OF FUNDING

23.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing the CITY an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

24. NONASSIGNABILITY

24.1. Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY.

25. NOTICES

25.1. Any notices required in accordance with any of the provisions herein shall be delivered personally, or sent by registered or certified mail to:

To: **Director**

Spokane County Community Services, Housing, and Community
Development Department
1116 W. Broadway Avenue
Spokane, WA 99260

With a copy to: **Community Development Specialist 3**

Spokane County Community Services, Housing, and Community
Development Department
1116 W. Broadway Avenue
Spokane, WA 99260

Contractor to: **Kirstin David**

Communications Manager
City of Spokane
Community, Housing & Human Services Division
808 West Spokane Falls Blvd
Spokane, WA 99201

26. COPYRIGHT PROVISIONS

- 26.1. The COUNTY hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with SDG funds.

27. PAY EQUITY

- 27.1. The CITY agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:
- 27.1.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
 - 27.1.2. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 27.1.2.1. A seniority system, a merit systems, a system that measures earnings by quality of production, a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
 - 27.1.2.1.1. 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.

- 27.1.2.1.2. 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.

- 27.2. This AGREEMENT may be terminated by the COUNTY, if the COUNTY or COMMERCE determines that the CITY is not in compliance with this provision.

28. POLITICAL ACTIVITY

- 28.1. No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

29. PUBLICITY

- 29.1. The CITY agrees to submit to the COUNTY and COMMERCE, prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein the COUNTY's and/or COMMERCE's name is mentioned or language used from which the connection of the COUNTY and/or COMMERCE's name may, in the judgment of the COUNTY and/or the COMMERCE be inferred or implied. The CITY agrees not to publish or use such advertising and publicity matters without the prior written consent of the COUNTY and/or COMMERCE. The CITY may copyright original work it develops in the course of or under this AGREEMENT, however, pursuant to 2 CFR Part 200.315, COMMERCE reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.
- 29.2. Publication resulting from work performed under this AGREEMENT shall include an acknowledgement of the COUNTY'S AND COMMERCE's financial support, and a statement that the publication does not constitute an endorsement by the COUNTY/COMMERCE or reflect the COUNTY/COMMERCE's views.

30. RECORDS

- 30.1. The CITY agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect THE CITY's contracts, sub awards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- 30.2. The CITY's records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or COMMERCE or its designee, by the Office of the State Auditor, HUD or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the CITY with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.

- 30.3. The records shall be made available by the CITY for such inspection, and audit together with suitable space for such purpose, at any and all times during the CITY's normal working day.
- 30.4. The CITY shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

31. SEVERABILITY

- 31.1. If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

32. TAXES, FEES, AND LICENSES

- 32.1 Unless otherwise provided in this AGREEMENT, the CITY shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the CITY or its staff required by statute or regulation that are applicable to the AGREEMENT performance.

33. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

- 33.1. The CITY is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. The CITY may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

34. EXECUTION AND APPROVAL

- 34.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

35. MISCELLANEOUS

- 35.1. 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.
- 35.2. Calculation of Time Periods. Unless otherwise specified, in calculating any period of time described in this AGREEMENT, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or County holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- 35.3. 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.
- 35.4. Further Documentation. The CITY agrees to execute, acknowledge, and deliver upon reasonable request by the COUNTY any document, which the COUNTY reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 35.5. Gender and Grammar. Wherever appropriate in this AGREEMENT, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- 35.6. Headings. The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 35.7. 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 AGREEMENT.
- 35.8. No Third-Party Beneficiaries. Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefits or right, greater than that enjoyed by the general public, to third persons.
- 35.9. Registration with the Department of Revenue. If required by law, the CITY shall complete registration with the Washington State Department of Revenue.
- 35.10. Right of Inspection. The CITY shall provide right of access to its facilities to the COUNTY, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

- 35.11. Site Security. While on the COUNTY or COMMERCE premises, the CITY, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.
- 35.12. Survival. The terms, conditions, and warranties contained in this AGREEMENT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this AGREEMENT, shall so survive.
- 35.13. Time of Essence. Time is of the essence of this AGREEMENT.

SYSTEM DEMONSTRATION GRANT (SDG) SERVICES AGREEMENT

EXHIBIT A

SCOPE OF WORK

1. CITY shall commit to operating a high-performing crisis response system in Spokane County by:
 - 1.1. Prioritizing unsheltered homeless households for services (Guidelines: Administrative Requirements).
 - 1.2. Prioritizing households most likely to become homeless when using prevention rent assistance. (Guidelines: Additional Requirements for Rapid-Rehousing and Targeted Prevention Programs).
2. CITY shall submit the following monthly deliverables in a timely manner with truthful, accurate information:
 - 2.1. Invoice and Voucher Detail Worksheet for reimbursement.
 - 2.2. Required report(s) from HMIS included with the Invoice (Guidelines: Fiscal Administration).
3. CITY shall submit the following deliverables in a timely manner with truthful, accurate information:
 - 3.1. Local Homeless Housing Plan Updates (Guidelines: Reporting Requirements).
 - 3.2. Annual County Report/Homeless Housing Inventory including Point-In-Time Count information (Guidelines: Reporting Requirements).
 - 3.3. Essential Needs Report (Guidelines: Reporting Requirements).
 - 3.4. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate. (Guidelines: Administrative Requirements and HMIS).
4. CITY shall comply with all requirements, policies and procedures in the Consolidated Homeless Grant System Demonstration Grant Guidelines, including the Coordinated Entry Guidelines.
5. Performance activities will be monitored by COUNTY. CITY must submit the following deliverables upon request:
 - 5.1. Evidence of communicating performance outcomes with subgrantees through web-based dashboards, reports or other means.
 - 5.2. Evidence of performance monitoring.
 - 5.3. A description of performance monitoring outcomes including the number of projects with performance issues and specific actions taken (e.g. development of technical assistance plans, reduction in funding, etc.).
 - 5.4. A description of performance improvement strategies currently deployed or in development. A description of performance improvement strategies currently deployed or in development.

- 5.6. The unsheltered prioritization performance measure and benchmark is outlined in the table below. Grantees must meet or demonstrate progress towards established performance target (Guidelines: Administrative Requirements and Appendix A: Performance Requirements).

Intervention Type	Performance Measure	SFY 2021 Baseline	Change from Baseline	June 30, 2022 Benchmark
System	Increase Percent Unsheltered and Flee Violence	57%	Increase 5 percentage points	TBD

6. Consequences of non-compliance:

- 6.1. If COUNTY determines that CITY is failing to comply with the Guidelines, Terms, and Conditions, COUNTY will notify CITY that CITY will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
- 6.2. If the CITY is still out of compliance after the technical assistance, COUNTY may move the CITY into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- 6.3. If the CITY remains out of compliance after the probation period, COUNTY may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

SYSTEM DEMONSTRATION GRANT (SDG) SERVICES AGREEMENT
EXHIBIT B
BUDGET

Budget Category	Amount
SDG Base: Administrative Costs	\$89,162.00
SDG Base: Rent/Fac Support Lease	\$348,977.00
SDG Base: Other Rent/Fac Support Lease & Housing Costs	\$8,267.00
SDG Base: Operations	\$374,757.00
Total Budget	\$821,163.00

Briefing Paper Study Session

Division & Department:	City Legal and Risk Management
Subject:	Approval of Contract Amendment for Special Counsel Contract
Date:	August 18, 2021
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Councilwoman Lori Kinnear
Executive Sponsor:	Mike Ormsby
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Public Safety and Quality of Life
Deadline:	August 30, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Final resolution of a case in a manner favorable to the City.
<u>Executive Summary:</u> Contract Amendment for KEATING, BUCKLIN & MCCORMACK, INC., P.S. as outside legal counsel in the matter of Novak, et. Al., v. City of Spokane and Spokane Police Department. This is a lawsuit against SPD for alleged wrongful death of David Novak in February 2019.	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Utility Budget Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID NOVAK, ET. AL. v. CITY OF SPOKANE, ET. AL., and

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

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

1. CONTRACT DOCUMENTS.

The Contract, attested by the City Clerk on September 6, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$149,500.00).**

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

**KEATING, BUCKLIN &
MCCORMACK, INC., P.S.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-161

From: [Humphreys, Julie](#)
To: [SPD Media](#)
Subject: Online Crime Check reporting
Date: Monday, August 23, 2021 3:41:14 PM
Attachments: [image001.png](#)



SPD adopts online 911 reporting for non-emergency incidents

Beginning today, Monday August 23rd, citizens will be able to make Crime Check reports online. In partnership with Spokane Regional Emergency Communications (SREC), this online option has been implemented to make it easier and more convenient for citizens to report certain non-violent crimes that are not in progress.

Online reporting allows people to submit a report at their convenience, alleviating potentially long waits on the phone with a call receiver. Those who are reporting crimes may also submit photos online rather than wait for an officer to call back for supporting photos or videos.

SREC launched online reporting for unincorporated Spokane County and the City of Spokane Valley earlier this year. Online non-emergency reporting is utilized throughout the United States and has proven to be an effective alternative to traditional reporting practices.

To file a Crime Check Report online:

1. Go to: SREC911.org
2. Click on Crime Check and then Online Reporting when the window pops up.
3. Scroll down and click on the Spokane Police Department badge icon.
4. Select the type of incident being reported.
5. Fill out all of the information when prompted.
6. Once completed, a temporary report case number will be provided until the report has been approved.

This service will not be monitored 24/7. Citizens who are reporting incidents that are currently in progress should contact 9-1-1 or Crime Check at (509) 456-2233 depending on the incident being reported.

Julie Humphreys

Public Safety Communication Manager | Spokane Police & Fire
509.622-5868 (desk) | 509.720-3478 (cell) | jhumphreys@spokanepolice.org



BRIAN SCHAEFFER
FIRE CHIEF

August 14, 2021

UTILIZATION OF BASIC LIFE SUPPORT AMBULANCES IN THE CITY OF SPOKANE EMERGENCY MEDICAL SYSTEM

American Medical Response (AMR) provides ambulance transportation within the Emergency Medical Services system in the City of Spokane. The sole provider ambulance contract with AMR requires that the Company provide an Advanced Life Support (ALS) ambulance on every 9-1-1 response in the City. An ALS ambulance is considered so when the ambulance is staffed with at least one (1) Washington State certified Paramedic. A series of recently occurring events require favorable consideration of the use of Basic Life Support (BLS) ambulances within the city to augment AMR's current compliment of ALS ambulances. The Fire Department recommends that the city permit use of BLS ambulances in the interest of patient safety and continuity of service. The following information provides information that will support such a modification in the City's EMS system.

Background

The use of ALS ambulances is purposeful as the practice allows Fire Department ALS resources to transfer care of low acuity and moderate acuity patients to the transport Paramedic. When this transfer of care occurs, the Fire Department resource returns in-service and is available for another call for service (EMS or non-EMS related incident). In many cases Paramedic level care is not required during the transport (Alpha and Bravo responses primarily).

Recent system pressures are driving consideration of a change to permit use of BLS ambulances. They include:

- A significant, and sustained, increase in the number of EMS responses in the City since April. Historically, increases of around 8-10% are typical. Since April of 2021, the increase has consistently grown to nearly a 20% increase on average per month. The Fire Department is experiencing a similar growth in EMS responses and there does not appear to be an indication of this trend to reverse. The increase represents a sustained surge on the resources in the Community.
- Availability of certified Paramedics. COVID-19 is one of the key drivers of this situation both locally and at the State level. AMR continues to aggressively recruit Paramedics for the Spokane Operation. Unfortunately, despite sign-on bonuses and other incentives there are relatively few Paramedics expressing interest.
- When Paramedics from outside of Washington State do agree to work for AMR in Spokane, the process of obtaining a Washington credential is significantly longer than for Paramedics who are already certified in WA State. AMR in Spokane has had several people fall into this category. It is conceivable that obtaining the WA State certification could take six weeks or longer due to statutorily required Federal criminal background checks.
- The recent spike in COVID-19 cases in the Spokane area is impacting our EMS System. Within the last week, seven AMR employees have been identified as COVID positive. And any close contacts with these seven employees (including co-workers) are under isolation and quarantine protocol. This impacts AMR's ability to fill open slots when combined with the shortage of Paramedics.



BRIAN SCHAEFFER
FIRE CHIEF

(Continued)

- Hospital Emergency Department (E.D.) surge resulting from the combination of higher COVID-19 cases and significantly increased numbers of people in the E.D. who are experiencing behavioral health problems creates delays in off-loading of patients in the E.D. The delays are significant and reduce the number of ambulances that are available to respond to other emergencies. Discussions with Hospital E.D. representatives verify that this is anticipated to continue for the foreseeable future.

Recruiting Emergency Medical Technicians is much easier in comparison to recruiting Paramedics. There are far more EMT's available for hire as many serve as volunteers in rural EMS systems in the area. Hiring fully certified WA State EMT's to fill open positions is more expedient and their orientation requirements are less. This allows AMR to place people on the ambulances and return capacity to the system. And, in the face of the sustained increase in number of EMS incidents, the ability to staff BLS ambulances allows AMR to increase the number of available ambulances as needed. The ability to supplement current levels of ALS ambulances with the proposed BLS ambulances will increase availability of patient transport units to assure that the Public receives timely, and efficient EMS care.

Proposal Details

A change in the configuration of the current system warrants careful consideration to assure that the modifications achieve the intent of addressing surge and lack of Paramedics. There is also an economic impact in relation to patient fees that AMR can charge in accordance with the existing sole-provider contract that was renewed for four-years in June of this year with the City Council's concurrence. The benefits and concerns of the proposed modification, system quality assurance, and a proposed rate adjustment that reflect use of BLS ambulances follows.

Concerns

Concerns with the proposed system modification include:

- The change represents a modification in how the system functions from a transport perspective. Under the current configuration, Fire Department Paramedics can easily transfer care of patients to AMR that require a Paramedic's skill during transport. In the new configuration, if a BLS ambulance encounters a more acute patient, the Fire Department Paramedic will accompany the patient to the hospital. In the current system model, Fire Department Paramedics already accompany patients who are experiencing a high acuity health emergency (e.g., heart attack, stroke, trauma) to the hospital and this will not change.
- There may be instances when the initial dispatch suggests a low acuity (Alpha or Bravo responses) patient where a BLS ambulance is suitable to respond. If AMR arrives first and determines that the patient is experiencing something more severe, AMR's BLS personnel will need to request a Paramedic response from the Fire Department. In those cases, EMT's will perform all patient care actions within the scope of practice of an EMT until the Fire Department Paramedic arrives at the scene. The Fire Department Paramedic will assume the position of lead care provider in those cases.
- Patients will continue to be charged in accordance with the patient transport fees permitted in the recently agreed upon four-year contract extension unless the patient charges are adjusted to reflect a BLS ambulance transport.



BRIAN SCHAEFFER
FIRE CHIEF

(Continued)

- A system modification such as is being proposed requires ongoing system quality measurement to assure that there is no degradation of care or service.

Benefits

The benefits of the proposed modification focus largely on maintaining resource capacity in the face of unprecedented surge, lack of availability of Paramedics, the continuation of the COVID-19 pandemic, and delays in the E.D. due to community surge being experienced by our local hospitals. Benefits include:

- Increasing the availability of currently stressed levels of ambulances in the community.
- Addresses the ongoing difficulty of filling open Paramedic positions at AMR.
- Augments, rather than reduces, existing levels of AMR units available in the community to respond and transport patients.
- Allows AMR to meet the stringent response time requirements that exist in the current contract so that service levels are maintained. It will be difficult for AMR to meet the contract's response time criteria in the face of fewer ambulances due to the Paramedic shortage.
- Allows AMR to respond to Alpha (very low-acuity conditions) with a BLS ambulance and leaves Fire Department resources available to respond to more severe injuries and illness. Current, the Spokane Fire Department responds to Alpha level incidents resulting in more frequent availability to respond to other, more serious incidents (both EMS and non-EMS incidents like fires, hazardous materials incidents, etc.).
- Provides additional ambulances to address the ongoing E.D. surge that exists within Spokane and addressing the current delay of having ambulances available to respond to subsequent incidents.

System Quality Control

It is important to point out that this is a pilot proposal to determine if utilizing BLS ambulances is a suitable strategy that does not degrade the current system's level of service. While there are always ongoing system quality assurance activities under the current model, the proposed modification requires further concentrated process improvement strategies. The following activities will regularly occur to measure the efficacy of the proposed modification.

- Reviewing all Alpha and Bravo level dispatches where a BLS ambulance is dispatched. This is a metric that reviews the assessment of the 9-1-1 call to determine if AMR's BLS ambulance was a suitable choice.
- Measuring the number of times that AMR experienced a delay in response due to any of the previously discussed system variables. This includes capturing how many times and AMR unit was delayed in response or there was no AMR unit available to respond, in comparison to what is currently being experienced by the system.
- Clinical review of Alpha and Bravo calls where an AMR BLS ambulance was used including hospital outcomes (when available) to assure that there was no unfavorable impact on the patient.
- Monthly review with AMR leadership to review Quality Assurance findings and determine if further modifications to the proposed system are necessary to assure continuity of high-quality service to the community.



BRIAN SCHAEFFER
FIRE CHIEF

(Continued)

Patient Charges

Currently, AMR is permitted to charge patients for transports under a “blended” base rate that is a hybrid of an ALS base rate and a BLS base rate. The proposed change requires a modification of this charge model to reflect the entrance of BLS ambulance transports. In essence, if approved, there would be an ALS charge (determined to be the current base rate and a BLS transport base rate that is commensurate with other, comparable systems in the Region. It is recommended that the approved BLS base rate be agreed upon at \$818.00, which is an average of comparable BLS base rates as determined by a rate comparison study that was done prior to approving the current four-year contract extension. The following information is the rate comparison that was performed in April of 2021.

The table below provides information on ambulance rates for a number of Fire and Government-based transport agencies in Washington, and Idaho.

	ALS I Base	ALS II Base	BLS Base	Per Mile	O2 Fee	Treat/No Transp.-BLS	Treat/No Transport-ALS
City of Tacoma Fire	\$1,220.00	\$1,220.00	\$980.00	\$20.00	N/A	N/A	N/A
East Pierce Fire	\$1,050.00	\$1,150.00	\$850.00	\$22.00	N/A	N/A	N/A
Spokane-Current	\$975.00	N/A	\$975.00	\$23.45	\$58.64	N/A	N/A
Spokane Co.-2020	\$857.39	N/A	\$857.39	\$20.99	\$57.21	N/A	N/A
So. Snohomish Fire & Rescue	\$975.00	\$1,075.00	\$650.00	\$18.00	N/A	N/A	N/A
Kootenai Co. ID	\$903.00	\$1,009.00	\$717.00	\$16.50	N/A	\$319.00	N/A
Ada Co., ID	\$978.15	\$1,087.42	\$660.94	\$14.32	\$64.71	\$136.86	\$317.21
Kittitas Valley Fire	\$903.00	\$990.00	\$693.00	\$18.00	N/A	N/A	N/A
Moses Lake Fire Dept.	\$1,075.00	\$1,075.00	\$980.00	\$17.00	N/A	N/A	N/A

Notes:

1. N/A is used to denote that there is no charge for this item
2. City of Tacoma FD does not distinct between ALS I and ALS II. They do not charge for ancillaries (e.g., bandaging, medications, O2, etc.)
3. Kittitas Valley Fire & Rescue has a County resident fee and a Non-Resident fee. County residents are charged a tax for EMS that augments the transport revenue. The charges in the table are for residents of Kittitas County. Non Resident fees are: ALS I- \$1,181; ALS II - \$1,315; BLS- \$913. KVF&R also charges a non-emergent BLS fee for interfacility transports.
4. Kootenai Co. EMS and Ada Co. EMS in Idaho charge a “Treat and No Transport” Fee.
5. Ada County, Idaho charges all non-residents an additional \$119.88 in addition to the charges listed in the table above.



BRIAN SCHAEFFER
FIRE CHIEF

(Continued)

6. Kootenai Co. EMS charges based on resident vs. non-resident as Kootenai County is considered a legal “Ambulance District” under Idaho state law and receives a county tax subsidy through the ambulance district tax. The rates reflect non-resident charges.

The proposed \$818 base rate is lower than four of the comparable communities and higher than four others. This is an average of the BLS base rates that are charged for the comparable cities.

Conclusion

While representing a noteworthy change in the current deployment model for ambulances in Spokane, permitting use of BLS ambulances has potential to mitigate some of the unprecedented pressures that the EMS system is experiencing. And, by restricting use of BLS ambulances to only Alpha and Bravo level calls, more severely sick and injured citizens will realize no difference in the level of service that they currently receive. The proposed system model modification also assures that ambulances are available to respond to and transport people who use the City’s Emergency Medical Care system.

Recommendation

As the EMS Administrator for the City, the Fire Chief recommends the existing Contract with AMR be modified to include a \$818 base rate for BLS transport.



City of Spokane

CONTRACT AMENDMENT

Title: **AMBULANCE SERVICES**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**, a Delaware corporation, whose address is 915 West Sharp Avenue, Spokane, Washington 99201 ("AMR"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times; and

WHEREAS, the Fire Department desires the use of Basic Life Support (BLS) ambulances in the interest of patient safety and continuity of service; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 1, 2015 and May 18, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall begin on August 1, 2021 and end on May 31, 2025. This contract term may be renegotiated prior to end date if mutually agreed upon by all parties.

3. AMENDMENT/ADDITIONAL WORK.

The use of BLS ambulances within the City will augment AMR's current compliment of ALS ambulances.

4. COMPENSATION.

Patients will continue to be charged in accordance with the patient transport fees permitted in the recently agreed upon four-year contract extension unless the patient charges are adjusted to reflect a BLS ambulance transport. The base rate for BLS transport is \$818.00.

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

**AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-158

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Purchase of PepperBall Systems
Date:	08/19/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Asst. Chief Lundgren
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for the purchase of 100 PepperBall launching systems, PepperBall ammunition, and accessories.
Background/History: The City of Spokane was awarded \$890,000 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$67,931.53 of this funding to purchase 100 PepperBall less-lethal launching systems. This purchase would make this less lethal tool reasonably available to all officers working in a patrol capacity. The necessity and availability of this device is essential for SPD's compliance with police reform House Bills 1310 and 1054.	
Executive Summary: <ul style="list-style-type: none"> Approval to use legislation implementation funds to purchase 100 PepperBall less-lethal launching systems for \$67,931.53. Acquiring these devices would provide SPD with more alternatives to deadly force in compliance with police reform House Bills 1310 and 1054. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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 and Community Health Committee

Division & Department:	City Legal
Subject:	Drug Violators – Diversion – Penalty
Date:	July 9, 2021
Contact (email & phone):	Mike Ormsby mormsby@spokanecity.org (509) 625-6225
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PSCHC
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

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 1st and 2nd 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 ☐ 1st OR ☐ 2nd 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 rd 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



Agenda Sheet for City Council Meeting of:
08/30/2021

<u>Date Rec'd</u>	8/16/2021
<u>Clerk's File #</u>	ORD C36100
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE, TREASURY & ADMIN
<u>Contact Name/Phone</u>	MICHELLE HUGHES X6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5600 - SBO FOR PUBLIC SAFETY RESERVE FOR EQUIPMENT

Agenda Wording

This SBO would allow Police and Fire Capital funds to use unappropriated reserves that have accumulated in the Asset Management Capital fund for the purpose of funding their capital equipment needs.

Summary (Background)

Please see memo.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ 1,702,734

Expense \$ 1,702,734

Revenue \$ 1,779,139

Select \$

Budget Account

5903-79125-99999-39797-99999

5903-79125-94000-56401-99999

5902-79115-99999-39797-99999

#

Approvals

Dept Head HUGHES, MICHELLE

Division Director WALLACE, TONYA

Finance HUGHES, MICHELLE

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other F&A 8-16-2021

Council Sponsor CM Wilkerson

Distribution List

bwilkerson@spokanecity.org;
mcarlos@spokanecity.org

twallace@spokanecity.org;
mhughes@spokanecity.org

pingiosi@spokanecity.org; ablain@spokanecity.org

ddaniels@spokanecity.org

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

Briefing Paper

FINANCE AND ADMINISTRATION

Division & Department:	City Council
Subject:	Asset Capital Police & Fire
Date:	8-10-2021
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org 509-625-6320
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to utilize existing reserves in the Asset Management Fund to partially fund 2021 Police and Fire Capital purchases.
Background/History: See memo.	
Executive Summary: This SBO would allow Police and Fire Capital funds to use unappropriated reserves that have accumulated in the Asset Management Capital fund for the purpose of funding their capital equipment needs.	
Budget Impact: TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	

Memorandum



To: Members of City Council
CC: Mayor Woodward
Johnnie Perkins, CAO
From: Tonya Wallace, CFO
Date: August 16, 2021
Re: Public Safety SIP/Capital Reserves Request

Request: Staff requests appropriation of the remaining \$3,481,873 of fund balance in the Facilities Capital Fund reserved for the Public Safety Capital Equipment program to cash fund a portion of the capital equipment needs of Police and Fire.

Background: In 2013, the City intended to create a steady funding mechanism for Police and Fire equipment replacement. The initial annual funding amount in 2014 from the General Fund was calculated based on a modified 1% property tax increase calculation plus an equal matched amount. Thereafter, the annual funding from the General Fund increased by an amount equal to the same calculation basis for seven (7) years or until 2020. At that point, the final annual funding amount was \$5.82 million. At no time did this calculation align with the capital plan and funding need.

It was further understood that the initial funding in 2014, of \$750,000, would not be sufficient to meet the equipment needs and would require internal borrowing. The City planned SIP loans in 5-year increments beginning with 2014-2018 as Phase 1. Phase 2 was based on the last resolution adopted (Resolution 2019-0034) authorizing SIP Loans totaling \$18,189,593 for years 2019-2023. To date, the City has issued \$8,408,110 of that amount in SIP Loans. However, in August 2020, the City Council expressed a desire to discontinue the SIP loan program and move to a cash-based model.

Without SIP loan for 2021, an available alternative is to utilize the amount of prior years' unspent funding of \$3,481,873. The allocation of this funding between Police and Fire is based on their proportionate share of total capital equipment and calculates to be \$1,779,139 for Police and \$1,702,734 for Fire. The unfunded portion of their respective plans will be deferred, updated, and added to future equipment replacement plans for funding considerations.

Police Equipment		2021
Technology Equipment		
Additional Server Storage for Records		25,000
Desktops and Monitors		67,400
Tablets		0
Laptops		35,396
Body Camera Licenses		0
Rugged Laptops - Patrol		100,100
Rugged Tablet - Traffic		0
VIRTRA Software acquisition (net cost)		0
Diagnostic Imaging Equipment X-ray Imaging systems - XR150 X-Ray Generator - IE		0
Diagnostic Imaging Equipment X-ray Imaging systems Nexray MMX - IED Diagnosti		0
New World Hardware Refresh (by contract 30% cost share)		160,000
Cellebrite Station w/ replacement dollars		25,000
Graykey w/ replacement dollars		25,000
Tactical & Officer Equipment		
Bunker shields		10,000
Ballistic/tactical Shields		4,000
Shields		0
Aim point Scopes		5,500
Axon Taser 7/Officer Safety Plan package		578,684
Ballistic helmets - 5 year expiration on armor		0
Helmets		0
Blunt impact munition/gas launchers		3,600
Body armor/plates/carriers/pouches		0
Green Plate Carriers for woodland tactical movement		0
Hard armor plate replacement - 5 year expiration on armor		0
Replace expired body armor - Tactical vest replacement. 5 year expiration date		25,872
Hearing/radio communication headsets		5,769
Colt AR-15 for issue to officers		0
FRED machine (will own 2)		20,000
Glocks		21,600
Rifle optics, sling, lights, etc		0
Rifles (trading in 20 old rifles)		0
Tac Rifles		0
Sights for Patrol(Handguns)		56,000
Tasers and Batteries		0
Trijicon Red Dot Sights for issued handguns		4,000
Vehicles		
Motorcycles		147,222
Patrol and other Vehicles - Not EDU,SWAT, Motorcycles		3,092,600
New larger equipment truck - Current equip. vehicle is running out of room. Will i		0
Passenger Van		0
Polaris RZR ATV - 4 seats / bed area		0
Replacement Negotiations Operations Center (Motorhome)		0
Other		
K-9 Replacement w/ travel		0
Kennel Pad & Refurbishment		5,000
Portable Mass Spectrometer		0
Replace aging gas masks		0
Replace aging Pole Cameras		20,000
Replace suppressors		0
Annual Total		4,417,743
Available SIP Program Funding		1,779,139
Unfunded Amount		2,638,604
% Unfunded		60%

Fire Equipment	2021
Heavy Apparatus	
Quint (Balance due in 2021)	633,096
Engines (2 per year)	
Staff/Response	
Light Response Unit/Command	
Light Response Unit/Command	
Light Response Unit/Command	75,000
Light Response Unit/Command	
Light Response Unit/Command	
Battalion Chief 1	
Battalion Chief 2	
Moderate Response Unit/Support	75,000
Moderate Response Unit/Support	75,000
Moderate Response Unit/Investigation	
Moderate Response Unit/Investigation	88,000
Moderate Response Unit/Investigation	
Light Response Unit/EMS	85,000
Light Response Unit/EMS	85,000
Light Response Unit/EMS	
Moderate Response Unit/ARU	
Moderate Response Unit/ARU	
Moderate Response Unit/ARU	
Light Response Unit/Behav Health	
Staff No Code	
Staff/CRRM	25,000
Staff/CARES	
Staff/IMS	
Staff/PREV 1	25,000
Staff/PREV 2	
Staff/PREV 3	
Staff/PREV 4	
Staff/PREV 5	
Staff/PREV 6	
Other Equipment	
Equipment for Facilities	100,000
Equipment for Response	464,000
PPE - replace expired	450,000
ANNUAL TOTAL	2,180,096

Available Funding	1,702,734
--------------------------	------------------

Unfunded 477,362
Percent Unfunded 22%

Notes: All costs are in current dollars.

ORDINANCE NO C36100

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 establish and make changes in the appropriations of the Asset Management Capital 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

- (1) Increase appropriation by \$ 3,481,873.
- (A) \$ 1,702,734 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Fire Capital Fund.
- (B) \$1,779,139 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Police Capital Fund.

Section 2. That in the budget of the Asset Management Fire Capital Fund, and the budget annexed thereto with reference to the Asset Management Fire Capital Fund, the following changes be made:

- (1) Increase revenue appropriation by \$ 1,702,734.
- (A) Of the increased appropriation \$ 1,702,734 is a transfer from Asset Management Capital fund.
- (2) Increase appropriation by \$ 1,702,734.
- (B) Of the increased appropriation \$ 1,702,734 is provided solely for capital expenditures related to Fire.

Section 3. That in the budget of the Asset Management Police Capital Fund, and the budget annexed thereto with reference to the Asset Management Police Capital Fund, the following changes be made:

- (1) Increase revenue appropriation by \$ 1,779,139.
- (A) Of the increased revenue appropriation \$ 1,779,139 is provided solely for capital expenditures related to Police.

Section 4. 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 for capital expenditures in the Asset Management Fire Capital Fund and the Asset Management Police Capital Fund, 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



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

July 13, 2020

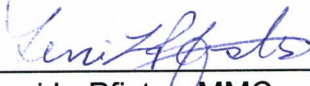
City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: COUNCIL CONSIDERATION OF MAYORAL VETO OF ORDINANCE C35870
(PASSED BY CITY COUNCIL ON JUNE 22, 2020) PROHIBITING THE USE OF
SO-CALLED "MOSQUITO" DEVICES

During its 6:00 p.m. Legislative Session held Monday, July 13, 2020, the Spokane City Council considered the Mayor's veto of Ordinance C35870. Subsequent to Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote (Council Members Cathcart and Stratton "no"), the City Council **approved to override** the Mayor's veto of Ordinance C35870 prohibiting the use of so-called "mosquito" devices; amending sections 10.08D.030, 10.08D.050, and 10.08D.140; and enacting a new section 10.08D.145 of the Spokane Municipal Code.



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

June 22, 2020

City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 (AS SUBSTITUTED ON MARCH 16, 2020) PROHIBITING THE USE OF SO-CALLED "MOSQUITO" DEVICES (Council Sponsor: Council Member Burke) (Deferred from June 15, 2020, Agenda)

During its 6:00 p.m. Legislative Session held Monday, June 22, 2020, the Spokane City Council considered Final Reading Ordinance C35870. Subsequent to public testimony (received via phone) and Council commentary, the following action was taken:

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, **that Council will receive information about the effectiveness of the program** no later than December 2021; **rejected 2-5 (Council Members Cathcart and Wilkerson "aye" and Council President Beggs and Council Members Burke, Kinnear, Mumm, and Stratton "no.")**

Following additional Council commentary, the following action was taken:

Upon 4-3 Roll Call Vote (Council Members Stratton, Cathcart, and Wilkerson voting "no"), the City Council passed Final Reading Ordinance C35870 (as substituted on March 16, 2020) prohibiting the use of so-called "mosquito" devices; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 and enacting a new section 10.08D.145 of the Spokane Municipal Code.

Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

June 15, 2020


City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 (AS SUBSTITUTED ON MARCH 16, 2020) PROHIBITING THE USE OF "MOSQUITO" DEVICES (Council Sponsor: Council Member Burke) (Deferred from May 18, 2020, Agenda)

During the Spokane City Council's 3:30 p.m. Legislative Session held Monday, June 15, 2020, the Spokane City Council considered Final Reading Ordinance C35870. Subsequent to Council commentary, the following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to defer** Final Reading Ordinance C35870—prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code—to June 22, 2020, **carried unanimously (Council Member Burke absent).**



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

May 11, 2020

City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 (AS SUBSTITUTED ON MARCH 16, 2020) PROHIBITING THE USE OF "MOSQUITO" DEVICES (Council Sponsor: Council Member Burke) (Deferred from April 13, 2020, Agenda)

During the Spokane City Council's 3:30 p.m. Legislative Session held Monday, May 11, 2020, upon review of the May 18, 2020, Advance Agenda, the Spokane City Council took the following action regarding Final Reading Ordinance C35870:

Motion by Council Member Burke, seconded by Council Member Cathcart, **to defer** Final Reading Ordinance C35870—prohibiting the use of devices which emit high frequency sound designed to be audible only to children and young adults, often called "mosquitos"—to June 15, 2020; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 13, 2020


City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 (AS SUBSTITUTED ON MARCH 16, 2020) PROHIBITING THE USE OF "MOSQUITO" DEVICES (Council Sponsor: Council Member Burke) (Deferred from March 23, 2020, Agenda)

During the Spokane City Council's 3:30 p.m. Legislative Session held Monday, April 13, 2020, the Spokane City Council took the following action regarding Final Reading Ordinance C35870:

Motion by Council Member Burke, seconded by Council Members Mumm and Cathcart, **to defer** Final Reading of Ordinance C35870—prohibiting the use of so-called "mosquito" devices—to May 18, 2020, Agenda; **carried unanimously.**



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

March 16, 2020

City Clerk File No.:
ORD C35870

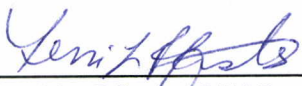
COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 PROHIBITING THE USE OF
"MOSQUITO" DEVICES (Deferred from March 23, 2020, Agenda)

During its 3:30 p.m. Briefing Session held Monday, March 16, 2020, upon review of the
March 23, 2020, Advance Agenda, the Spokane City Council, took the following actions:

Motion by Council Member Burke, seconded by Council Member
Wilkerson, **to substitute** with the amendments passed around on Friday
and sent to City Clerk (as filed on March 12, 2020); **carried unanimously.**

Motion by Council Member Burke, seconded by Council Member
Wilkerson, **to defer** Final Reading Ordinance C35870 (as substituted) to
April 13, 2020; **carried unanimously.**



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

March 9, 2020

City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 PROHIBITING THE USE OF
"MOSQUITO" DEVICES (Deferred from February 3, 2020, Agenda)

During its 3:30 p.m. Briefing Session held Monday, March 9, 2020, upon review of the March 16, 2020, Advance Agenda, the Spokane City Council, took the following action:

Motion by Council Burke, seconded by Council Member Mumm, **to defer** Final Reading Ordinance C35870—prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"—to March 23, 2020; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 3, 2020

City Clerk File No.:
ORD C35870


COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 PROHIBITING THE USE OF DEVICES WHICH EMIT HIGH-FREQUENCY SOUND DESIGNED TO BE AUDIBLE ONLY TO CHILDREN AND YOUNG ADULTS, OFTEN CALLED "MOSQUITOS" (deferred from December 16, 2020)

During the Spokane City Council 3:30 p.m. regular Administrative Session held Monday, February 3, 2020, upon review of the February 3 Current Agenda, Council discussion was held on Final Reading Ordinance C35870 prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos." Council Member Stratton noted she is still getting negative feedback from individuals and she is getting concerns from people that they would like to see more data on how many people are affected. She stated it would be in the Council's best interest to defer this ordinance a few weeks to get that feedback and also bring in those businesses that feel they haven't had a lot of input into this particular ordinance. Following additional Council and staff discussion, with input by Mayor Woodward, the following actions were taken:

Motion by Council Member Stratton, seconded by Council Member Cathcart, **to defer** Final Reading Ordinance C35870 to March 16, 2020; **carried 6-1 (Council President Beggs and Council Members Burke and Kinnear voting "no")**.

Motion by Council Member Kinnear, seconded by Council Member Mumm, **to substitute** the ordinance with the language that Mr. McClatchey sent the City Council early today (February 3, 2020) for the language that is currently in the ordinance; **carried 6-1 (Council Member Burke voting "no")**.


Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

December 16, 2019


City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35870 PROHIBITING THE USE OF DEVICES WHICH EMIT HIGH-FREQUENCY SOUND DESIGNED TO BE AUDIBLE ONLY TO CHILDREN AND YOUNG ADULTS, OFTEN CALLED "MOSQUITOS"

During its 6:00 p.m. regular Legislative Session held Monday, December 16, 2019, the City Council considered Final Reading Ordinance C35870 prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos;" amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code. Subsequent to an overview of Final Reading Ordinance C35870 by Council Member Burke, public testimony, and Council commentary, the following action was taken:

Motion by Council Member Kinnear, seconded by Council President Stuckart, **to defer** Final Reading Ordinance C35870 to the first week in February (February 3, 2020); **carried 4-3 (Council President Pro Tem Beggs and Council Members Burke and Stratton voting "no")**.



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

December 9, 2019

City Clerk File No.:
ORD C35870

COUNCIL ACTION MEMORANDUM

RE: FIRST READING ORDINANCE C35870 PROHIBITING THE USE OF DEVICES WHICH EMIT HIGH-FREQUENCY SOUND DESIGNED TO BE AUDIBLE ONLY TO CHILDREN AND YOUNG ADULTS, OFTEN CALLED "MOSQUITOS"

During the Spokane City Council's 3:30 p.m. regular Administrative Session held Monday, December 9, 2019, upon review of the December 9 Current Agenda, the following actions were taken:

Motion by Council Member Fagan, seconded by Council Member Burke, **to suspend** the Council Rules; **carried unanimously.**

Motion by Council Member Burke, seconded by Council Member Mumm **to move** Ordinance C35870—prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"—to First Reading Ordinances on this evening's Current Legislative Agenda; **carried unanimously.**

At the City Council's 6:00 p.m. Legislative Session held December 9, Ordinance C35870 was provided a first reading, with further action deferred.

Terri L. Pfister, MMC
Spokane City Clerk

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

12/16/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35870

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KATE BURKE 625-6275

Project #**Contact E-Mail**

KATEBURKE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

MCCLATCHEY, BRIAN

Division Director**Finance**

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****Council Notifications****Study Session****Other**PSCH Committee,
12/2/2019**Distribution List**PASSED BY
SPOKANE CITY COUNCIL:

6/22/2020

CITY CLERK

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

12-9-2019

AND FURTHER ACTION WAS DEFERRED

CITY CLERK

ORDINANCE NO. C-35870

An ordinance prohibiting the use of so-called "mosquito" devices; amending sections 10.08D.030, 10.08D.050, and 10.08D.140; and enacting a new section 10.08D.145 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.030 Definitions

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. "A-weighted sound level" means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. "Ambient sound" means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. "Amplified" means to increase a sound level by electronic, mechanical or other means.
- D. "Amplification equipment" means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. "Background sound level" means the level of all sounds in a given environment, independent of the specific source being measured.
- F. "Commercial noise" means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. "dBA" means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National

Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.

- H. "Decibel" (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated "dB."
- I. "EDNA" means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. "Exterior electrical equipment noise" means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.
- K. "Law enforcement officer" means a police officer or other officials who have a limited police commission.
- L. "Lmax" means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax "fast" is defined as a 125-millisecond time-weighted maximum.
- M. "L(n)" means sound level that is exceeded "n" percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. "Mosquito device" means an electronic device which emits sound at a frequency of 17 kHz or above.

~~((("Plainly audible" means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.))~~
- O. "Performer" means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.

- P. "Plainly audible" means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- Q. "Public disturbance noise" means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. "Unreasonable sound" is defined in this chapter.
- R. "Public right-of-way" means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. "Receiving property" means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. "Sound amplification equipment" means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. "Sound level" means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. "Sound level meter" means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.
- W. "Unreasonable sound" means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

Section 2. That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.050 Unlawful Sounds – Maximum Permissible Environmental Sound Levels and Prohibited Frequencies

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. It is unlawful for any person to use, deploy, or activate a mosquito device as defined in this chapter which is audible in any public space or right of way in Spokane, or to use, deploy, or activate any device which generates sound at a frequency of 8 kHz to 17 kHz and which is audible in any public space or right of way in Spokane for longer than five (5) minutes in any one-hour period.

Section 3. That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.140 Violation – Penalty

~~A. A first violation of this chapter((, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.~~

~~1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.~~

~~2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.~~

~~3. Mandated minimums shall include statutory costs and assessments.~~

~~B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds)) shall constitute a class 2 civil infraction. A second violation within a one year period shall be a ((misdemeanor pursuant to SMC 10.08D.140(A)))class 1 civil infraction. A third violation within a one-year period shall be a misdemeanor.~~

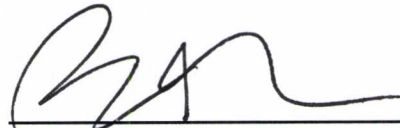
~~((C.))~~B. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, ((and)) has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law or code enforcement officer may ((than))then ((issue a citation))take enforcement action under this section.

Section 4. That there is enacted a new section 10.08D.145 of the Spokane Municipal Code to read as follows:

Section 10.08D.145 Violation deemed a nuisance.

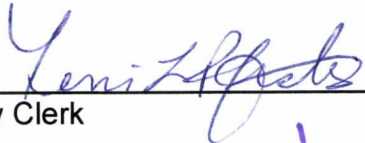
Violation of SMC 10.08D.050, 10.08D.070 or 10.08D.090 is a nuisance. Any individual who is harmed by the nuisance may file a civil action for abatement pursuant to chapter 7.48, RCW.

PASSED by the City Council on June 27, 2020.



Council President

Attest:



City Clerk

Approved as to form:



Assistant City Attorney

VETOED!

Mayor

7/2/2020

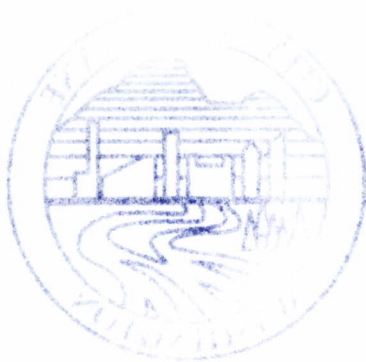
Date

August 12, 2020 December 1, 2020
Effective Date updated effective date

VETOED by Mayor: 7.2.2020

Council override of
Mayoral veto: 7.13.2020





APPROVED BY MAYOR



Agenda Sheet for City Council Meeting of:
07/13/2020

Date Rec'd	7/10/2020
Clerk's File #	RES 2020-0049
Renews #	
Cross Ref #	ORD C35870
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 625-6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - REQUESTING DELAYED ENFORCEMENT OF MOSQUITO PROHIBITION ORDINANCE

Agenda Wording

A resolution requesting the delayed enforcement of Ordinance C-35870 (prohibiting the use of so-called "mosquito" devices).

Summary (Background)

This resolution requests that the City administration refrain from enforcing the prohibition on the operation of so-called "mosquito" devices for 60 days after the opening of the new downtown police precinct. This will allow sufficient time to understand the extent to which the police precinct downtown is improving actual and perceived safety for all people downtown.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
Approvals		Council Notifications
Dept Head	MCCLATCHEY, BRIAN	Study Session\Other
Division Director		Council Sponsor CP Beggs
Finance	WALLACE, TONYA	Distribution List
Legal	PICCOLO, MIKE	
For the Mayor	ORMSBY, MICHAEL	
Additional Approvals		
Purchasing		

ADOPTED BY
SPOKANE CITY COUNCIL:

7/13/2020
[Signature]
CITY CLERK



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

July 13, 2020

City Clerk File No.:
RES 2020-0049

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2020-0049 REQUESTING THE DELAYED ENFORCEMENT OF ORDINANCE C35870 (PROHIBITING THE USE OF SO-CALLED "MOSQUITO" DEVICES) (Council Sponsor: Council President Beggs)

During its 3:30 p.m. Administrative Session held Monday, July 13, 2020, upon review of the July 13 Current Agenda, the Spokane City Council took the following actions:

Motion by Council Member Mumm, seconded by Council Member Wilkerson, **to suspend** the Council Rules; **carried unanimously.**

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to add** Resolution 2020-0049 to tonight's (July 13 Legislative Session) agenda; **carried unanimously.**

At its 6:00 p.m. Legislative Session held July 13, the City Council considered Resolution 2020-0049. Subsequent to an overview by Council President Beggs; the opportunity for public testimony (via telephone), with no individuals requesting to speak; and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2020-0049** requesting the delayed enforcement of Ordinance C35870 (prohibiting the use of so-called "mosquito" devices).

Terri L. Pfister, MMC
Spokane City Clerk

RESOLUTION NO. 2020-0049

A resolution requesting the delayed enforcement of Ordinance C-35870 (prohibiting the use of so-called "mosquito" devices).

WHEREAS, Council adopted Ordinance C-35870 (June 22, 2020) to prohibit the operation of so-called "mosquito" devices; and

WHEREAS, Mayor Woodward vetoed Ordinance C-35870 on July 2, 2020; and

WHEREAS, there remains a need for the enforcement of basic health, safety, and livability standards downtown, so that as our economy recovers, people of all ages can enjoy all the amenities and services in downtown Spokane; and

WHEREAS, the City Council proudly supports the Spokane Police Department's new downtown precinct, and wants to provide sufficient time that the new facility to begin operations so that we can see if additional measures or strategies beyond the new facility are needed to keep people of all ages safe and healthy downtown; and


NOW THEREFORE, BE IT RESOLVED that the City Council requests that the Spokane Police Department refrain from enforcing Ordinance C-35870 until either December 1, 2020, or sixty (60) days after the opening date of the new downtown police precinct, whichever occurs first.

ADOPTED by the City Council this 13th day of July, 2020.



City Clerk

Approved as to form:



Assistant City Attorney



Expenditure Control Form

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

Today's Date:	Type of expenditure: Goods <input type="radio"/> Services <input type="radio"/>
Department:	
Approving Supervisor:	
Amount of Proposed Expenditure:	
Funding Source:	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
What are the impacts if expenses are deferred?	
What alternative resources have been considered?	
Description of the goods or service and any additional information?	
Person Submitting Form/Contact:	
FINANCE SIGNATURE:	CITY ADMINISTRATOR SIGNATURE:
_____	_____



BRIAN SCHAEFFER
FIRE CHIEF

August 19, 2021

To: Councilmember Kinnear
From: Brian Schaeffer, Fire Chief
Re: SFD Vacancy Report

Per your request on the PSC Agenda, I am providing a written response to the inquiry.

Background

The SFD's daily operational staffing total is 71 per shift on a four-platoon system.

The daily staffing of 72 allows us to staff 2-Battalion Chiefs (2 FTE), 1-Safety Officer (1 FTE), 3-Alternative Response Units (6 FTE), 14-Engines (42 FTE), and 5-Aerials (20 FTE). Additionally, the system takes advantage of the 24-hour deployment to cross-staff the SFD's Paramedic Units (16), Hazardous Materials Team, Technical Rescue Team, Water Rescue Team, Active Shooter/RTF Team, and a drone team. These teams are staffed with the same personnel on duty, which gives the community the best service with the least expense.

Practice

The department's practice is to run a hiring process when Civil Service completes a recruitment and when enough vacancies arise to justify a class and when the department has the operational overtime and capital funding to support one. The capital cost for an entry level firefighter is \$12,842 and operational impact is widely dependent on the class size and potential for a joint academy with partner agencies.

Plan

The department has the following current vacancies:

- 27 Operational Fire Positions
- 1 Deputy Fire Marshal

Additionally, the department just graduated Academy 2021-1 adding ten new firefighters to the system. To fill the updated vacancies, the department has prearranged another firefighter test in 2021 Q4 with Civil Service. The new exam will be held in Spokane, and at no cost to applicant per the agreement with Public Safety Testing. The new list will allow the department to hire Academy 2022-1 in Q1 2022. Depending on the class size, a possible 2022-2 will be needed with additional retirements expected throughout the remainder of the year.

Feel free to contact me with any specific questions.



**BRIAN
SCHAEFFER**

August 19, 2021

To: Councilmember Kinnear
From: Brian Schaeffer, Fire Chief
Re: Update on Process for “Loaning” Firefighters to Other Jurisdictions

Per your request on the PSC Agenda, I am providing a written response to the inquiry.

Background

There are three basic types of deployment methods for moving resources outside of the City’s jurisdiction during emergencies. The first is Automatic Aid. Automatic aid is a contractual agreement between two agencies to send the nearest available resource to the incident by disregarding the jurisdictional boundaries. In our case, we have automatic aid agreements with Fire Districts 1, 8, and 9.

The second, mutual aid, is an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources, such as a disaster or a multiple-alarm fire. Mutual aid is requested by the agency when such an emergency occurs. We have a mutual aid agreements with Fairchild AFB, Kalispel Tribe, Kootenai County, Spokane County, Stevens County, and Whitman County.

The third is All-Risk Mobilization. Under [RCW 43.43.961](#), the Fire Service Resource Mobilization Plan is implemented to provide personnel, equipment, and other logistical resources when a wildland fire or other emergency exceeds the firefighting capacity of local jurisdictions. Mobilizations of personnel and physical resources can be placed in two categories, immediate need, or planned need. During utilization of State Mobilization or another Washington State Method for mobilization (DNR, EMAC, et al) all costs for the mobilization are reimbursed to the city, inclusive of backfill, for daily staffing while the personnel are away on the deployment.

Practice

The request for immediate need for mutual or automatic-aid support is codified by local agreements with our jurisdictional partners. The same mutual-aid response agreements govern incidents like the recent three-alarm Tiffany Manor Apartment fire that depleted SFD resources for several hours. Mutual aid agreements allowed surrounding partners to fill City fire stations and handle simultaneous incident with out-of-jurisdiction units to ensure continuity of operations within the city. The deployment system in our region is incredibly flexible and well-managed.

There is always an SFD executive Chief Officer on 24/7 call to manage the deployment system and serve as the City’s operational emergency manager. The position is a Tour Commander (TC), and he/she works with the County Area Coordinators (AC) - *comprised of chiefs from each department within Spokane County* - to fill requests from regional jurisdictions in a time of need, for example, a fast-moving brush fire in an adjoining county with lives threatened. If there are enough SFD resources in place, the TC will authorize two brush trucks for immediate need requests in and around the region. If the volume of incidents is high within our jurisdiction or an unusual number of units are committed to incidents, the TC may deny the request.



**BRIAN
SCHAEFFER**

Red flag warnings play only a small part of the decision-making process, as it is quite possible that we would rely on numerous mutual aid companies for a fire in any one of our high-risk intermix or urban interface areas inside of City limits. Reducing or removing agreements would have detrimental effects to our ability to respond to these types of fires in the city.

The Deputy Chief of Operations has worked closely with the Executive Team, wildland committee, and Battalion Chiefs to establish an acceptable draw on department members who are team members for incident management teams or are independent responders who fill in on incident management teams (IMT).

Our guideline is a threshold of 10 members deployed provides minimal disruption in daily staffing of the department. In addition to those 10 at any one time the department has determined our participation in state mobilizations is important to support others in need around the state when lives and property are at stake. As such it has been determined that we will supply one three-person brush unit without hesitation (dependent on staffing) when requested.

These guidelines would bring us to a total of 13 members out of the area at any one time. It is important to note that if needed any or all 10 IMT members and Brush Unit can be recalled at any time to return to the city.

Plan

Operational decisions impacting public safety are well researched, developed and based on the experience of our sworn Chief Officers. After action reviews and feedback from actual incidents here and throughout the Country are used to develop our standards and always improve our decision-making. Feel free to contact me with any specific incident or concerns from our community members.



BRIAN SCHAEFFER
FIRE CHIEF

August 19, 2021

To: Councilmember Kinnear
From: Brian Schaeffer, Fire Chief
Re: SFD July Overtime Response

Per your request on the PSC Agenda, I am providing a written response to the inquiry.

Background

Below is a 10-year historical review of SFD overtime budget vs actuals (in millions)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Budget	1,644	1,670	1,614	914	2,182	2,674	1,842	2,175	2,340	2,272	2,756
Actual	1,415	1,328	1,765	1,175	2,344	3,413	3,102	3,086	3,209	2,833	5,978
+/- (in thousands)	230	342	(151)	(262)	(162)	(739)	(1,259)	(911)	(868)	(562)	(3,222)

Overtime in 2020 was heavily effect by the global COVID-19 pandemic and the department incurred \$2.1 million in related overtime as such. Excluding 2020 – the Fire Departments overtime budget has been underfunded by approximately 22% to meet department needs.

Through the period ended August 13th, 2021, SFD has incurred \$4.6 million in overtime, which exceeds the 2021 annual budgeted amount by \$2.1 million.

Overtime in 2021 has been driven by the following items:

- Lingering effects of the COVID-19 pandemic with SFD incurring \$569,000 in costs related to staffing coverage and staffing vaccination clinics around the region.
- Wildfire mobilizations of \$219,000
- Mandatory certification trainings previously delayed due to \$160,000
- Technical and water rescue events of \$118,000
- Staffing coverages of \$3.4 million related mainly to CovidAA, sick time and long-term vacancies

A portion of these items are deemed billable to external entities and future SBO requests will be submitted to recognize these reimbursable amounts. A larger issue mentioned above is the annual predictability of the need to adequately fund SFD's overtime lines.