

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING
AGENDA FOR MONDAY, OCTOBER 4, 2021
1:15 p.m. – Streaming Live Online & Airing on City Cable 5

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on October 4, 2021** – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually, and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters, and staff. The public is encouraged to tune in live at the address above, or by calling 1-408-418-9388 and entering the access code #146 213 7305; meeting password 0320.

AGENDA

I. Call to Order at 1:15 p.m.

II. Approval of Minutes

- [August 30, 2021 PSCHC Meeting](#)

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

1. [OPO Monthly Update – August 2021](#)
2. [Photo Red Update \(SPD\)](#)
3. [October Strategic Initiatives Report \(SPD\)](#)

IV. Consent Agenda – Briefing Papers Only, No Discussion

1. [State Office of Public Defense Grant Application Approval and Award Acceptance for 2022 and 2023 \(Public Defender\)](#)
2. [Water Quality Grant for Education and Outreach \(Public Works\)](#)
3. [AMS Contract Extension for Electronic Monitoring \(Municipal Court\)](#)
4. [Clean Energy Contract Renewal \(Fleet Services\)](#)
5. [Sole Source Resolution for Purchase of Vacuum Assembly \(Fleet Services\)](#)
6. [Installation of Radio and Electrical Equipment Contract Renewal \(Fleet Services\)](#)
7. [Police Jumpsuits Value Blanket \(SPD\)](#)

V. Strategic Plan Session – Safe & Healthy

- Strategic Priority: Integrated 911/Dispatch
 - NONE
- Strategic Priority: Integrated Response
 - NONE
- Strategic Priority: Criminal Justice Reform
 - NONE
- Strategic Priority: City-Wide Clean & Safe
 - NONE

VI. Discussion Items

1. Staff Requests

- Asset Capital Fire SBO – Tonya Wallace (10 minutes)
- Fire Department Access Road Distance Requirements SMC Amendments – Fire Marshal Lance Dahl (5 minutes)
- ESB 5476 Therapeutic Courts Grant Funding – Howard Delaney (5 minutes)
- Municipal Court Office Supplies SBO – Howard Delaney (5 minutes)
- Foreclosure Registry Contract – Jason Ruffing (10 minutes)
- WA Dept. of Commerce Less-Than-Lethal RFP – Major McNab (10 minutes)

2. Council Requests

- PepperBall & Other Police Capital Items - CM Wilkerson (10 minutes)
- Traffic Officer Discussion – CM Stratton and CP Beggs (10 minutes)

VII. State Legislative Update *(as needed)*

VIII. Adjournment

Next Committee meeting will be held on November 1, 2021

Public Safety & Community Health Committee

Meeting Minutes – August 30, 2021

Call to Order: 1:16 PM

Attendance:

PSCHC Members Present: CM Kinnear; CP Beggs (arrived at 1:17 PM); CM Mumm; CM Stratton; CM Burke (left the meeting at 3:00 PM); CM Cathcart; and CM Wilkerson.

Staff/Others Present: City Administrator Johnnie Perkins, Mike Ormsby, Chief Craig Meidl, Justin Lundgren, Eric Olsen, David Singley, Michael McNab, Chief Brian Schaeffer, Seth Hackenberg, Mary Muramatsu, Tonya Wallace, Michelle Hughes, Matthew Boston, Tim Dunivant, Luis Garcia, Brian McClatchey, Tayla Tollefson, Giacobbe Byrd, and Hannahlee Allers.

Approval of August 2, 2021 minutes: Motion to approve by CM Mumm; M/S by CM Stratton. The committee approved the minutes from the August 2, 2021 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

1. OPO Monthly Update – July 2021
2. Photo Red Update (SPD)
3. Sit and Lie Report (SPD)
4. September Strategic Initiatives Report (SPD)

Consent Agenda Portion:

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)

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

SPD Adopts Online 911 Reporting for Non-emergency Incidents (2 minutes)

Chief Meidl talked about this enhancement in online reporting capabilities. He said SREC was able to implement this online reporting tool. He noted that this is not for in-progress crime reporting. Citizens

should call 911 or crime check for ongoing incidents. CM Cathcart asked about the timeline for processing incidents with this tool. Chief Meidl said that it will generally take 24hrs for an incident report to be generated. CM Stratton asked how this tool will be messaged. Chief Meidl said that SPD put out a press release last week. CP Beggs said that he thinks we need to spend a lot more time and resources promoting this tool. CM Stratton recommended sending out a mailer in citizens' utility bills.

Strategic Priority: Criminal Justice Reform

Community Court Update (5 minutes)

Seth Hackenberg updated Council on some of the happenings in and around Community Court. The court is maintaining online options as well as some public-facing services. Mr. Hackenberg highlighted a couple success cases. CM Wilkerson asked about the viability of the program in East Central and asked what follow-up happens if people don't show up. Mr. Hackenberg said there is not plan to consolidate and that the goal is to increase attendance. CM Cathcart asked about the benefit of a media campaign. Mr. Hackenberg said they are hoping to increase the number of walk-ins – people coming into the site to access services. CM Cathcart asked what happens if people have a repeated failure to appear. Mr. Hackenberg said in that case, warrants would be issued.

Strategic Priority: City-Wide Clean & Safe

NONE

DISCUSSION ITEMS

Tayla Tollefson interviewed for a position on the Chase Youth Commission.

Staff Requests:

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

Chief Schaeffer highlighted the briefing paper provided in the packet. He said there were a series of recent events that require consideration of the use of Basic Life Support (BLS) ambulances within the city to augment AMR's current compliment of ALS ambulances. He said that SFD is recommending the city permit use of BLS ambulances in the interest of patient safety and continuity of service. CP Beggs asked if this allows them to use EMT instead of paramedics, but they will have to charge a lower rate. Chief Schaeffer confirmed that. CM Wilkerson asked if we have the staffing levels to execute this proposal. Chief Schaeffer said these are additional units to the system. He said this allows the City to align its system to take advantage of those resources.

Council Requests:

Purchase of PepperBall Systems & Broader Discussion about SBO Resulting from Criminal Justice Legislation – CM Kinnear (15 minutes)

CM Kinnear requested a brief discussion on this topic and asked if there will be a strategic plan for using this funding from the state legislature. Major Michael McNab pointed out that PepperBall is a priority because they are a one-off purchase that is a less lethal tool for SPD. CM Kinnear asked what a PepperBall is. Major McNab said that it is a chemical irritant that creates distance. CP Beggs said that PepperBall makes sense but that he would like to see a priority list – including training and other items – and a public engagement process and Council collaboration. CM Cathcart said that it would be good to have a discussion about priorities, but that Council should provide SPD whatever tools they need. CM Wilkerson asked Chief Meidl what public engagement on this topic would look like from SPD. Chief Meidl said that SPDs capital needs are great and that they need a constant influx of money to keep up with the community's needs. He said that the state legislature actually encouraged less lethal platforms and tools in the bill – specifically PepperBall – that will allow officers to maintain distance and cover. CM Stratton asked how quickly they need these less lethal items. Chief Meidl said that, ideally, they would've had these items by the time the new laws went into effect (July 25, 2021). CM Stratton asked if there will be any training needed for these items. Chief Meidl said that they already train on using the PepperBall platform but there might be some additional training needed. CP Beggs clarified that he is supportive of using this funding for purchases like PepperBall and shields but cautioned against using this funding on broader capital needs. CM Kinnear expressed concern for both the safety of officers and the public.

Continued Discussion about Local Implementation of New Drug Possession Laws – CP Beggs (10 minutes)

Mary Muramatsu briefed Council on a proposal to adopt state law on drug possession. She said there are a couple of challenges to be aware of. One of these challenges has to do with SPDs authority to contact people. Development of probable cause is often needed in order to make those contacts and referrals. CM Cathcart said that he does not think officers will be able to come up with probable cause to make these referrals. Ms. Muramatsu said that developing probable cause to actually do something about drug use will likely take putting hands on that individual, which has legal implications. CM Cathcart asked if probable cause is needed in order to approach an individual. Ms. Muramatsu said she didn't think so, and that officers could approach an individual with reasonable suspicion, but it is unclear whether they have authority to use physical force to establish probable cause. CP Beggs asked if it would be fair to say that most of the drug possession charges are people who are arrested for something else where there is probable cause and then are searched and drugs are found. Ms. Muramatsu said she didn't know if it was the majority of the cases, but confirmed that drug possession charges as secondary offences do occur. CP Beggs mentioned that a warm hand off with behavioral health specialists would be much more effective than a paper referral form. Ms. Muramatsu said that this would be a policy question. Ms. Muramatsu recommended maintaining the language of the RCW. Major Eric Olsen said that there needs to be a local law on the books so that officers can take action at the time of contact. CM Kinnear said it would be ideal to pair up a mental health specialists so that we have someone there who can augment what the police are doing. That way we have not only an officer enforcing the law, but actually a mental health officer there to do the warm handoff. Major McNab asked the group to think of process – the situations when the majority of drug possession offenses occur. He pointed out that you would need a mental health professional with officers all over town. Instead, he suggested that warm hand off be a follow-up. CP Beggs supported that follow-up idea. CM Cathcart asked a process question regarding a hypothetical scenario wherein officers find illegal drugs on someone's person after arresting them for a different offence. CM Cathcart asked whether they would be charged for the main offence but receive a referral for the drug offence. Major McNab confirmed that and pointed out that there still

needs to be consensus about what a referral means. CM Wilkerson commented that is a one-off scenario when someone is shooting up on the street in plain view of the public.

Discussion about Capital Funds SBO – CM Kinnear (15 minutes)

CM Kinnear said that Council had one idea of how they wanted to move forward with capital and that doesn't seem to be occurring. CM Mumm clarified that Council determined that they were going to ween off of SIP loans for police and fire capital but not for everything. Tim Dunivant said that Council is looking to enhance the capital fund mechanism because the need is growing greater than what was originally projected. He said that earlier this year he created a few different options to increase the funding. CM Mumm said that we still need SIP for other things. Tim Dunivant confirmed that. CP Beggs said that the original plan was to take the 1% property tax increase and match it year after year, then COVID hit and the administration asked to take a pause on that. CM Cathcart said that he doesn't think we need to raise taxes in order to support our police and fire capital needs.

Update on Current Status and Enforcement of Mosquito Devises – CM Burke (5 minutes)

CM Kinnear mentioned that she has had conversations with staff about there being difficulty enforcing the mosquito devise ordinance. Luis Garcia has advised his team to send out courtesy notices to any location that receives a complaint. To date, he says there have been no complaints filed. CM Burke asked if she reports them, if the devises will be taken down. Mr. Garcia walked through the notification and citation process.

Update on SFD Vacancies – CM Kinnear (5 minutes)

Chief Schaeffer said that there are currently 27 open positions in SFD operations. He said 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. CM Kinnear asked what mandated overtimes means. Chief Schaeffer said for the first time in his career, he is mandating his staff to work. Chief Schaeffer talked about all of the external stressors contributing to these issues. CM Kinnear said that this is concerning on a number of levels. CM Cathcart asked how many of the 27 vacancies are people who are unable to work because they are out sick. Chief Schaeffer said that those are actual positions funded in their budget that are not filled. CM Mumm asked if there is any way we could speed up the EMT certification. Chief Schaeffer said that candidates come to them with EMT certification. CM Stratton asked what happens if a fire fighter is called in and refuses to work. Chief Schaeffer pointed out some scenarios and clarified that fire fighters cannot work past 72 hours a week.

Update on Process for Loaning Firefighters to Other Jurisdictions – CM Kinnear (5 minutes)

CM Kinnear asked how we know that other jurisdictions are requesting our assistance. Chief Schaeffer said they get dispatched – either through a dispatcher or through a phone call to an executive chief. CM Kinnear clarified that SFD waits until it has received that call before the department actually dispatches people. Chief Schaeffer said that it depends and that chief officers have an agreement that they can self-initiate under certain circumstances. CM Mumm said she is having some hesitation in participating in these agreements for what will probably be a busy September. Chief Schaeffer said that every situation is difficult. He talked about the variables that go into the decision to send resources out. CM Mumm clarified what costs are re-imbursed when firefighters are loaned out.

Update on SFD July Overtime – CM Kinnear (5 minutes)

CM Kinnear talked about her concerns about the amount SFD is spending on overtime. She said that this concern about overtime includes worry about the safety of SFD staff and the community. CM Cathcart

asked if we changed the structure of how the firefighters worked, how would that affect overtime. Chief Schaeffer said they would have to add staff to make a different staffing model work. CM Wilkerson asked for clarification on where the City is at in the overtime study. Tonya Wallace gave an update.

CM Mumm told Chief Meidl that City Council is getting a lot of feedback from the public that City Council has “defunded the police.” She asked if SPD is getting the same feedback and asked if SPD could help explain to people that Council has funded the police, given raises to the police, and are funding police initiatives. Chief Meidl noted that some of the frustrations that he is hearing from his staff involve aging vehicles and equipment. Chief Meidl said that some of what Council is hearing might have to do with SPD struggles getting proper funding for those. He noted, however, that it’s not appropriate for an officer to be talking to someone who is a victim about those types of issues.

State Legislative Update:

NONE

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Executive Session: NONE

Adjournment: CM Kinnear adjourned the meeting at 3:01 PM. The next PSCHC meeting will be held Monday, October 4, 2021.

Respectfully submitted by:

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

Committee Chair Approval

Lori Kinnear Spokane City Council – District 2



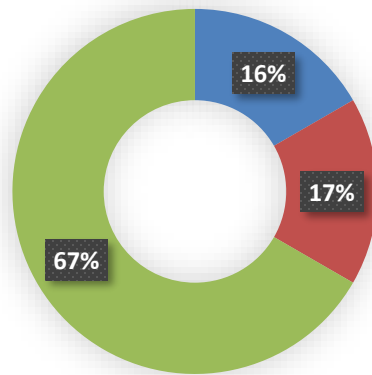
Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: August 1-31, 2021

Complaints/Referrals/Contacts

August Complaint Allegations and Referrals



■ Defamation of Character

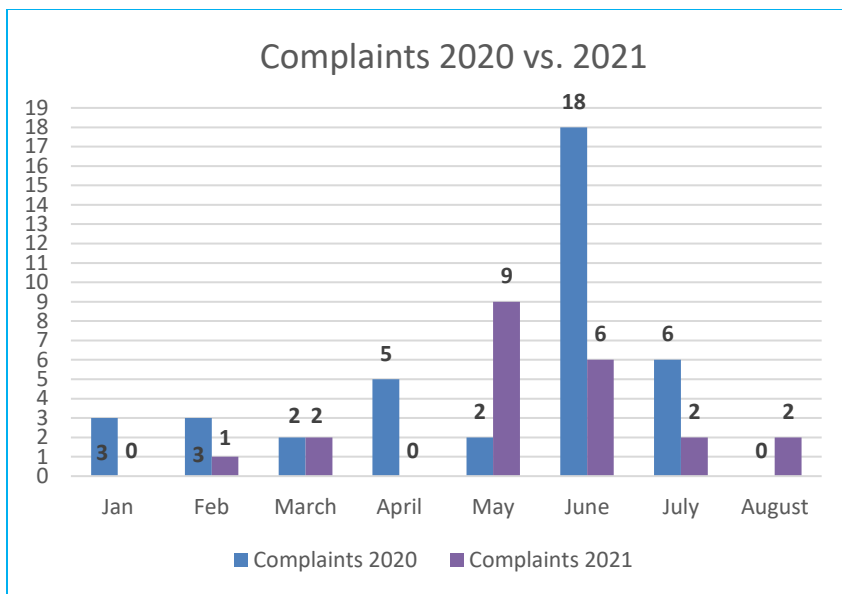
■ Inadequate Response

■ Referrals

Highlights:

In August, the OPO received 2 complaints and made 4 referrals to various agencies including the SPD Internal Affairs (IA) and Spokane County Sheriff's Office

- OPO 21-25: A former employee of Spokane Police Department filed a Defamation of Character complaint.
- OPO 21-26: A community member that was assaulted and wanted to press charges. When responding officers stated that they didn't have PC, the community member tried to show videos of the incident and the officers were not interested in viewing the incident.
- IR 21-47: A community member felt that a Spokane Valley Detective was not qualified to investigate the City of Spokane Police officer that was accused of rape.



YTD Complaint Comparison

The OPO saw a steady intake of complaints in August 2021 (2) compared to August 2020 (0). Overall complaints are down YTD (22) Compared to 2020 (39).

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

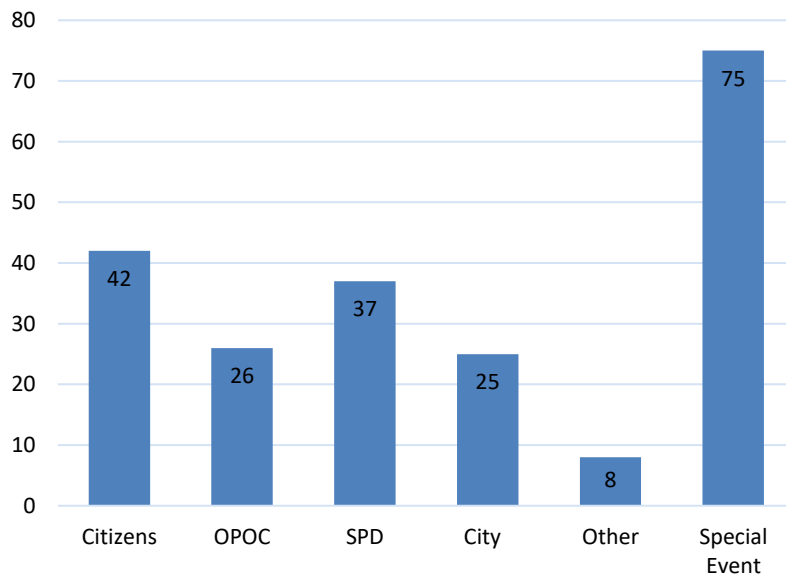
Contacts/Oversight:

- The Office of the Police Ombudsman and the Office of Police Ombudsman Commissioner attended Unity in the Community which allowed us to connect with numerous people.

Contacts/Oversight

- 213 total contacts
- 4 community member interviews were conducted
- Attended 12 Internal Affairs Interviews
- 15 total SPD contacts
- 23 IA contacts

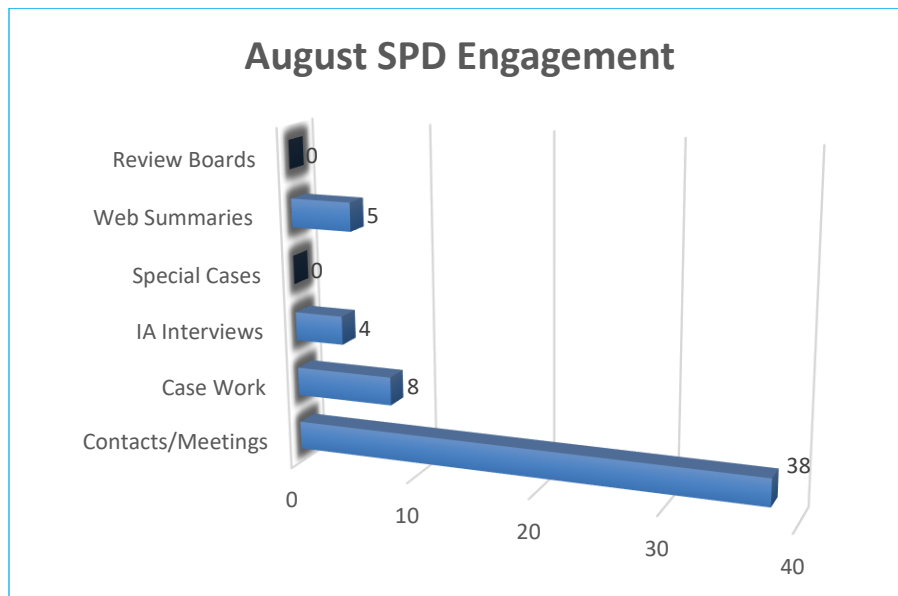
August Contacts



Oversight Activities

Highlights:

- The OPO met with the Police Guild to discuss the closing reports prior to publishing
- The OPO published 3 closing reports
- The OPO reviewed 5 Case Summaries for web posting to the SPD website



Case Work

- 20 cases certified
- Web Cases Reviewed
 - 5 cases

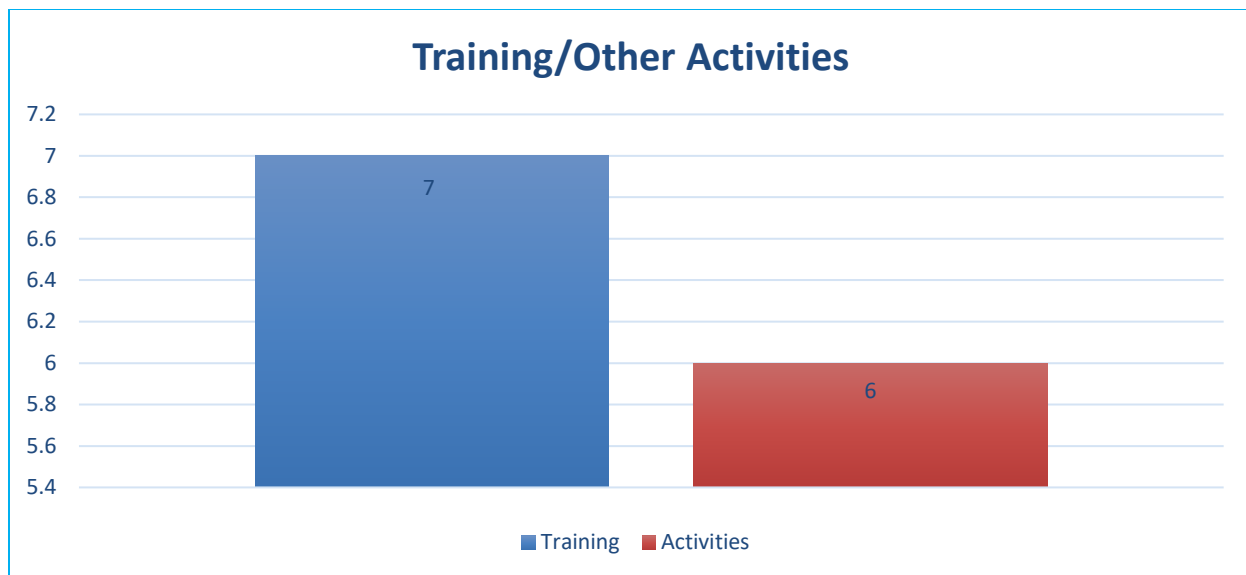
Special Cases

Due to SPD cancelling review boards, the OPO did not review any special cases in the month of August

Training/Other Activities

Highlights:

- Training – USOA – How to Calm an Angry Person in 90 Seconds or Less, Leader Development Training through VRL, USOA – Media, Getting the Word Out, NACOLE Virtual Annual Conference Sessions 1-11
- City Meetings – PSCHC Meeting, Mayors Quarterly Department Head 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 – Unity in the Community, Leadership Spokane 2021 Event, Celebrate Recovery Events, Leadership Spokane Board Retreat



Upcoming

- NACOLE Virtual Conference – August 13th – October 6th
- IACP Conference – Cancelled

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:	September 8th, 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 Oct 4th, 2021.

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

There were 2443 violations on the photo red system from Aug 1st, 2021 thru **Aug 31st**, 2021. During the same time frame in 2020 there were 1752 violations, which is an increase of 691 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 Aug 1st, 2021, thru Aug 31st, 2021.

There were 0 violations on the photo speed system from **Aug 1st**, 2021 thru **Aug 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

Aug 1st, 2021, thru Aug 31st, 2021

- Division and Sprague was the highest with 522 violations.
- Browne and Sprague was the second highest with 444 violations.
- Maple and Second was the third highest with 204 violations.
- Freja and Third was the fourth highest with 201 violations.

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



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
October 2021 Report



Public Safety and Community Health Committee Briefing
October 4, 2021



Selected Excerpts of Officer Commendations

During fall, winter and spring 2020-2021 we had an eviction moratorium nightmare unfold in our rental house. The tenant, who moved-in September, 2020, absolutely took advantage our inability to take reasonable action for their immediate and copious breach of even the most basic lease provisions, and used the eviction moratorium to create the worst possible scenario for us, in spite of our best efforts and hiring of a landlord/tenant attorney and doing the little that the moratorium allowed. The tenant not only refused to pay rent-which we could have worked with- they also started using and dealing drugs from the house, allowed others to move in, basically starting to destroy the place, with constant day and night traffic of vehicles and people. Two legitimate renters in this shared house departed fearing for their safety, and neighbors were very distraught and concerned. Our efforts to remove this tenant were going nowhere using our attorney and the limited legal notices we could post, we even contacted the Governor's Office and the State Attorney General, both offices were sympathetic but had no way to help us retrieve our house and return peace to the neighborhood because the standard for eviction was so difficult to prove. We (and neighbors) had to resort to start calling SPD, crime check, even 911 on occasions when the tenant's activities escalated. Fortunately for us, the Spokane Police Department and the local **Neighborhood Officer, Tim Schwering**, came to our rescue. All responding officers were vigilant, patient, and empathetic. Officer Schwering reached-out, worked with us, and in a matter of weeks served a search warrant on the tenant, finding plenty of evidence of drug dealing and probably cause for arrest. The City Attorney's Office worked with our attorney and posted a Chronic Nuisance for the house and tenant. This was what we needed to remove a very bad tenant! We are forever grateful to Officer Schwering and his colleagues. We want to let you know how thankful we are for the dedication, hard work, and assistance that your officers provided for us. Please let Officer Schwering and those who helped him know how much we appreciate them.

[Officers Christopher Benesch, Joseph Matt, Chad Herzog, Ryan Akins, Matthew Stewart , Whitney Hagan, Taylor Johnson, Benjamin Fuson, Corporal Keith Gonsalves, and Sergeant Dan Lesser.]

Our family would like to thank your officers for their prompt response to a situation. Our granddaughter had her wallet and phone stolen. Her father and mother were able to track the woman who had stolen them using their Life 360 app. They called 911 to report the theft and the suspect's flight, which ended with your officers showing up in force and apprehending her just as she pulled a knife on our daughter and her husband. Today, our granddaughter's sense of peace, her wallet, and her phone have all returned to her. Thank you and the officers you lead for the professionalism you exhibit in handling situations like this one and keeping it from turning in to something far worse.

I volunteer my time as an advocate. I had the opportunity to speak with **Officer Ryan Akins** on the phone as I was consoling and de-escalating the victim. I was beyond impressed with his kind demeanor and professionalism in this very sensitive situation. Then, last night as I was at the victim's house, Officer Akins drove by. He let the victim know that she was increasing a presence around her home as he promised he would, and this morning she texted me and let me know that he was in communication with her throughout the evening regarding the apprehension attempts of her abuser. I share this with you because it is officers like this that are making a difference out there for our community. They are touching lives and making connections with people who are in fragile and emotionally vulnerable states. They are building trust between the police and the people. They are showing the human side of policing.



Internal Affairs Unit Update

January 1 through August 31, 2021 Commendations and Complaints

Commendations Received: **Total: 143**

Complaints Received: **Total: 57 (44 from community)**

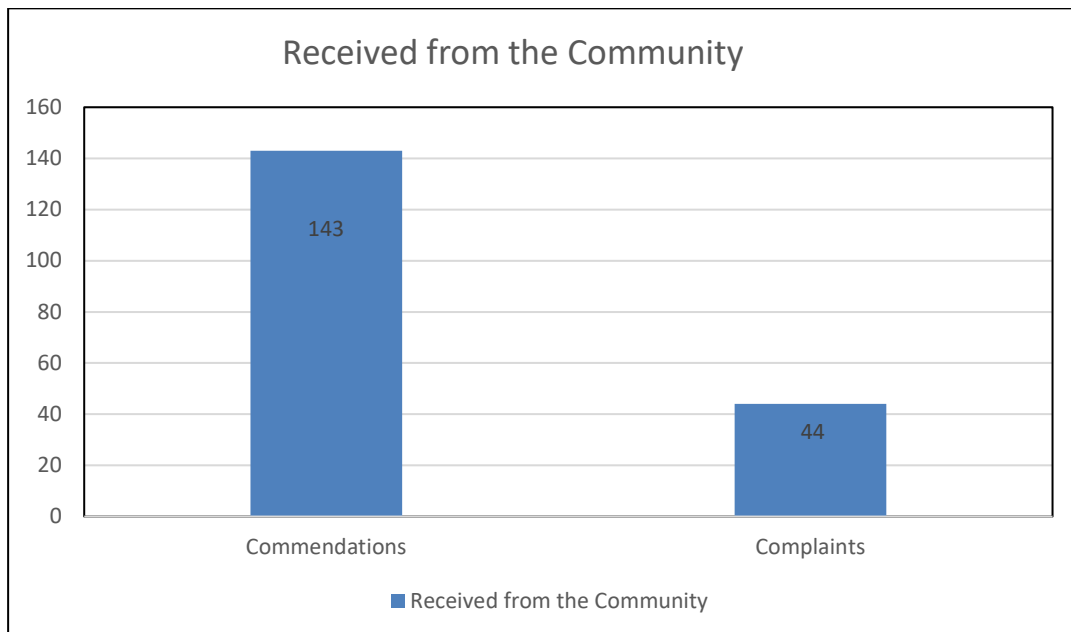
Closed Out as Inquiries: 5 (As of August 31, 2021)

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 August 31, 2021

Received by the Office of Police Ombudsman	Total: 20
Received by the Spokane Police Department	Total: 37
Internally Generated by the SPD	Total: 13
Generated by the Community	Total: 44

As of August 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-August 31, 2021, there were 47 non-deadly use of force incidents- 9 K9 contacts and 38 other (e.g., TASER).

2021 Deadly Force Incidents (Officer-Involved Shootings)

From January 1-August 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 SPD Administrative Investigation)

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

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 is by the Spokane Independent Investigative Response (SIIR) team is complete. The Prosecutor ruled the use of deadly force justified. The SPD administrative investigation is complete. The case is pending a Deadly Force Review Board.

Incident 2020-20160038 (Pending SPD Administrative Investigation)

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

Items of Interest

Impact of the 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. These policy changes were made quickly to be in compliance with the new laws within the small window of May-July 2021. In July, SPD held two mandatory trainings for supervisors and provided roll call training to the entire department regarding the legislation and the subsequent changes. Additional training will be conducted during Fall 2021 In-Service, which takes place October 6-November 5, 2021.

Short Timeline to Implement Change Effectively

Implementing the changes effectively was challenging given the narrow window of time provided to consult with legal counsel, revise 20 policies, and train the entire department on those changes.

Lack of Model Policies

Model policies, due from the Attorney General in July 2022, ideally would have preceded the implementation of these laws. Instead, agencies and their legal advisors are trying to make sense of the vast changes without feedback or model policies from the Attorney General's Office.

Less-Lethal Equipment

Some of the new laws came with what appears to be unintended consequences. House Bill 1054 prohibits the use or acquisition of "military equipment." Many less-lethal weapons commonly used as an alternative to the use of deadly force are considered "military equipment" under the new law. Our less-lethal shotguns are a delivery system that is greater than .50 caliber. House Bill 1310 requires that officers, when possible, use available and appropriate less lethal alternatives before using deadly force; yet .50 caliber firearms are prohibited, making some less lethal tools prohibited. Before the legislation took effect, officers could use launchers to deploy less-lethal 40 mm foam blunt impact munitions (see photo below) in violent situations, such as when encountering an armed suspect who refuses to drop a weapon. Like many other agencies, SPD is not allowing use of the less-lethal launchers until the legislation is changed to no longer define these launchers as military equipment and thus, prohibit their use.



In the meantime, Washington Association of Sheriffs and Police Chiefs (WASPC) submitted a list of questions to Rep. Jesse Johnson (D-Federal Way) for clarification from an Attorney General's Opinion. WASPC stated

that they believe the AG opinion can provide important clarity, until needed legislative fixes for critical issues related to detention and use of force can be reached.

Changes to Policies

Some of the legislative changes were easy to implement. For example, SPD already had a “duty to intervene” clause in the existing Use of Force policy, so the wording was changed to match the wording of the bill. Other changes, such as the updating of Victim’s Rights, were completed with policy changes and updating the card provided to victims. SPD’s pursuit policy was already more restrictive than many agencies in the state regarding which crimes officers could initiate a pursuit for and continues to be more restrictive than crimes the new law allows for pursuits. Other changes to this law are the requirements of probable cause and supervisor permission prior to initiating a pursuit. The prohibition on “No knock” warrants was added to policy, but “no knock” warrants were not a practice of SPD, so it did not have a significant impact.

However, the use of force bills had more of an impact on responding to calls for service. House Bill 1310 mandates that when possible, officers are required to exhaust available and appropriate de-escalation tactics prior to using any physical force, such as:

- Creating physical distance by employing tactical repositioning and repositioning as often as necessary to maintain the benefit of time, distance, and cover;
- when there are multiple officers, designating one officer to communicate in order to avoid competing commands;
- calling for additional resources such as a crisis intervention team or mental health professional when possible;
- calling for back-up officers when encountering resistance;
- taking as much time as necessary, without using physical force or weapons

With the expectation of less reliance on use of force and the mandate that officers take all reasonable steps possible to avoid using force, calls have become more labor intensive and require additional officers to handle. Response times to calls has therefore been affected since more officers are needed on many calls now.



Promotions

On September 2, 2021, three officers promoted to the rank of detective and one officer was promoted to Sergeant. Congratulations to Sergeant Bob Collins and Detectives Erin Raleigh, James Stewart, and Josh Laiva.



Spokane Police Department's Community Crisis Assistance Program

The program began in March 2021, and is made possible thanks to the Spokane Police Foundation. The intended purpose of the Community Crisis Assistance Program is for officers to have access to funds to assist those they contact during the course of their duties for emergency situations such as the following:

- Officers could use the funds to purchase food for a family/individual who have experienced extreme loss or are experiencing extreme hardship, like a family who experiences a fire.
- Officers enter a home on a call and see that the cupboards are bare, with no food for the children, the program can help.
- The funds can be used to purchase appropriate clothing for weather conditions, such as if officers come across a family in the middle of winter who have no coats or no blankets for their beds.

Officers who desire to use funds from the Spokane Police Community Crisis Assistance Program will contact someone in their chain of command to request approval to use the funds.

The assistance provided is temporary and not a long-term solution. Community Outreach will follow-up with those assisted through this program when possible to see if there are longer-term solutions.

Although these funds are not for housing, temporary or otherwise, two exceptions were recently given the entire set of circumstances where the Foundation was able to provide community members with stop gap assistance because an officer took the time to place a request for assistance.

In the first instance, an officer overheard a couple having an argument about where to stay until their housing became available the following day. The officer contacted the couple and their teenage daughter; through the program, he was able to provide them a secure place for the night.

The second example is when a domestic violence victim had no place to stay because her abuser was still at large. Officers were not able to get her into a shelter given the hour and nothing being available. The officer reached out to the foundation and he provided the victim with a safe place to rest her head for the night.

Awards

September 11 Memorial Event

At the September 11 Memorial Event organized by the El Katif Shriners, a specialty team and veteran officer were recognized for excellence.

Spokane Police TAC (Tactical) Team

The Spokane Police TAC (Tactical) Team is a specialty team that trains and specializes in Public Order Policing events. These include all large public gatherings, concerts, demonstrations, parades, protests, and events where there are large political gatherings. The team is proficient in both Bicycle Rapid Response Policing, as well as Mobil Response Policing. SPD's TAC team is the largest Public Order Policing Team outside of Seattle PD that trains and specializes in Constitutional rights Events - specifically 1st and 2nd Amendment issues. The team averages around 85-95 activations a year and has become the region's leading experts in Public Order Policing. The Bicycle Rapid Response Team- a team within TAC -has been recognized as the leading Police Bike Team in the Northwest. The TAC team consists of 40 patrol officers, 4 Sergeants, a Lieutenant commander and a Captain. Over the past year - particularly last summer during ongoing protests, the TAC team worked tirelessly to keep our city safe.



Officer of the Year - Officer Jeremy McVay

Officer McVay is a veteran officer who is always willing to use his experience to assist his team. In nominating Officer McVay for this award, Lt. John Everly wrote, "I have known Officer McVay since he was



hired as a Spokane Police Officer in 2007. During that time, I have had the pleasure of working with him as a patrol officer, as well as supervising him. In my opinion, Officer McVay's strongest attribute is his humility. He is an extremely accomplished Police Officer, yet he is willing to accept feedback from anyone. I have seen Officer McVay interact with officers as well as administrators and his ability to effectively communicate his message is second to none. Officer McVay is also an accomplished SWAT Officer. I have personally sought out his opinions on numerous tactical calls while working on patrol with him. He is able to critically think through complex situations while keeping in mind current case law, police trends, and departmental concerns. Officer McVay's experience, candor and ability greatly contribute to the overall success of the Spokane Police Department."

2020 Distinguished Service Medal Recipients (Awarded in 2021)

The Distinguished Service Medal is awarded to employees who have demonstrated outstanding sustained and exemplary performance along with diligence and devotion to duty.

Sergeant Isamu Yamada

Sergeant Yamada was recognized for his commitment to the Department and the Officers who work for him. Sergeant Yamada is always at the forefront on insuring that his team is quick to satisfy the department's training requirements and administrative tasks. By maintaining high standards on the small details, Sergeant Yamada is able to lead his team beyond minutia to stay focused on the higher objectives of service and compassion. His patrol team always has a high level of morale and productivity. He has a strong commitment to the neighborhood policing model that his team has adopted. Sergeant Yamada and his team take proactive policing "hot spots" to the next level with well thought out and directed operations. He provides detailed briefings of the team's activities and the effects of their presence.

Sergeant Nate Spiering

Sergeant Spiering was recognized for his work with the department since 1998. In the last five years, his leadership has been crucial. During the department's transition New World CAD/RMS, in addition to his patrol assignment, Sergeant Spiering conducted rollcall, in-service and supervisor trainings, along with attending numerous meetings to fix specific problems. He was tasked with revamping the Enhanced Crisis Intervention Team and incorporate less lethal tools, motivational interviewing and patrol tactics to improve SPD's response to people in crisis. Sergeant Spiering accepted the challenge and quickly developed a training program for officers and supervisors that ultimately laid the foundation for what has become the very successful Behavioral Health Unit. As the K9 Unit supervisor, his unit appreciates his relentless attention to detail, proactive and thorough approaches, and supportive leadership style. Finally, Sergeant Spiering has been the ideal model for how to effectively listen to issues being raised by the nation and community and respond productively.

Lieutenant Dave Overhoff

Since taking over the role of the Tactical Team (TAC) Commander, Lieutenant Overhoff has reviewed every aspect of the Team and outlined specific expectations. He has provided his members the highest level of

training and accountability. 2020 has brought about even more complex issues, as nationwide protests broke out and created a divide between law enforcement and community members. Spokane experienced its first large scale protest-turned-riot on May 31, 2020. Lieutenant Overhoff led the TAC Team through the event that started out as a peaceful protest and march and then shifted to violent and riotous behavior. There have been many more demonstrations, protests, and events since that day. Many cities experienced mass destruction and murders of innocent people, but Spokane was not one of them. Lieutenant Overhoff has consistently continued to monitor, analyze, and create operational plans for these incidents, while coordinating with many other agencies and organizations, to support the safety and security of the community. He conducts tactical briefings, debriefings, and after action reports for nearly every TAC Team involved incident and has created a command structure within the Team to support its ongoing success. In addition to all of these events, Lieutenant Overhoff has been instrumental in bringing training, equipment, and personnel to the TAC Team to support a Bicycle Rapid Response Team (BRRT). The TAC Team assignment is in addition to Lieutenant Overhoff's duty assignment, requiring this extra work to be completed outside his normal work hours, work days, and job description. Lieutenant Overhoff accepts all of these responsibilities and continues to try to improve every area possible to leave behind a successful legacy.

Detective Nick Geren

Detective Geren has been a part of the Spokane Police Department for approximately fourteen years. He has established himself one of the hardest working employees in our department and has never shied away from difficult assignments. Detective Geren is currently assigned to the Major Crimes Unit. He volunteers for additional training to maintain his technical expertise for his unit. His training and skill set allow investigators to look up phones, complete tower dumps, do mapping / analysis, and help with search warrants. Detective Geren continues to use this knowledge to help others across our investigative division with multiple serious felony cases. During the latter half of 2020, Detective Geren was tasked with the lead investigative role on an officer involved shooting. Detective Geren worked with numerous investigators from different agencies in order to accomplish this task. His leadership skills, expertise, and thorough documentation helped this team complete a professional work product. As a result, a dangerous multi-time convicted felon was charged with 1st degree assault on a Deputy U.S. Marshal. The meticulous work done on this case was presented to the prosecutor's office in short order to offer them the opportunity to evaluate the case and render a decision for our community in a timely manner.

Precinct Highlights

North Precinct

Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- In one location, alert neighbors contacted the NRO about stolen property at a nearby nuisance address. The NRO worked with a patrol officer at the location to arrest the suspect and return the stolen property to the owners.
- In another location, neighbors had complained about a nuisance residence. Code Enforcement had issued violations to the owner with no response. NROs issued a Chronic Nuisance Notice and work is in progress.



- Neighbors complained about drugs, noise, fireworks, and neighborhood disputes at one residence. NROs and Spokane C.O.P.S. assisted the owner and the renters signed an agreement to vacate.
- Criminal activity has slowed at Camp Sekani Mountain Bike Park. Vehicle prowling is down The NRO has made a presence at the park and park users have been reporting that things are more peaceful.
- Neighbors complained about campers urinating at a park in front of children. NROs trespassed the violators from the camp.
- One nuisance location drew concern from neighbors due to drug activity. NROs served an abatement agreement on the owner and filed a Chronic Nuisance Notice.
- In one location, the owner's adult son has been subletting the lower level to people. SPD responded 17 times over the course of four months with various arrests. NROs are working on the Chronic Nuisance Notice.
- Neighbors reported transients leaving needles all over Cannon Park. The NRO has been stopping by three times a day to run people out of the lot area who are dumping garbage.
- In one location with an abandoned residence, neighbors and NROs are working with Whitworth University and Code Enforcement to address trespassers. Code Enforcement is helping clear and board up the house again. Whitworth is sending a crew to help clean up with the City cleanup crew and supplying a garbage truck.

Downtown Precinct

Video: A Day with Downtown Precinct Officer Casey Jones

<https://www.facebook.com/SpokanePD/videos/1032861014195876/>

Crime Prevention Missions

The Downtown Precinct has been focusing on Pacific-2nd/Browne-Division, with a mission to reduce Part I crimes and calls for service. After focused enforcement using high visibility patrols and bike patrols and meeting with agency leaders, officers saw significant improvement around the shelters.

Bar Issues

SPD reviewed staffing options to ensure bar patrol staffing numbers, primarily in summer. As a result, will add special emphasis patrols. SPD met with bar management to discuss safety guidelines for patrons. The City will address lighting issues to deter crime.

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

Lifesaving Efforts with Narcan

On September 2, 2021 at approximately 3:00pm, Downtown Precinct officers were conducting a bike patrol when they encountered a male passed out on the sidewalk in the area of 200 W. Pacific Avenue. A bystander told officers the male had consumed “mexi-pills” and potentially overdosed. Officers immediately began medical assessment and determined the male had a weak pulse and displayed apparent agonal breathing. Spokane Fire medical personnel were requested as the officers continued their initial medical assessment.

Officers administered one dose of Narcan to reverse the effects of the potentially consumed substance. Spokane Fire arrived on scene and assumed medical treatment. Spokane Fire personnel assessed the male’s medical condition as life threatening and again in this incident attributed SPD officers’ actions to saving his life. The male was transported to a local hospital where he is expected to survive

South Precinct

Outreach

This summer, the South Precinct staff helped with the PAL program at Liberty Park in the East Central neighborhood.

Crime Prevention Missions

- The South Precinct has been focusing on Coeur d’Alene Park. The park had multiple campers overnight and persons camping in vehicles on the street. South Precinct officers are actively contacting anyone that appears to be setting up camp in the park. Many people have been excluded from the park for camping in violation of park rules. South Precinct leadership saw a tremendous change in CDA Park, and were happy to see kids playing in the park again. They were appreciative of patrol officers checking the park frequently.
- The Riverside to Sunset/CDA to Oak area is a current hot spot, due to recent assaults, burglaries, vehicle prowling incidents, and stolen vehicles. The South Precinct hopes to see a significant reduction in Part I crimes due to the special emphasis.
- The Rockwood to 31st/Mt. Vernon to South Napa area is a new focus area due to recent burglaries and vehicle prowls. The South Precinct is teaming up with patrol to look for suspicious behavior.

Outreach Update

Police Activities League (PAL) Summer Program Concludes

PAL 2021 was conducted in the AM Cannon, Friendship and Liberty Parks. Each day there were approximately 75 PAL participants. Throughout the five-week PAL program, there were approximately 17 officers and 14 community volunteers in attendance. Our partnerships for PAL participants included the YMCA, Martin Luther King Jr. Center, Northeast Youth Center, and West Central Community Center. We are grateful for Numerica for providing volunteers and to SPD chaplains for providing water. The Junior League of Spokane and RESCU credit union provided treats. Zip2Water provided a water filtration system. Shadle



Prevention & Wellness Coalition and West Spokane Wellness Partnership provided drug/alcohol/vaping prevention education and games for the kids.

Survey data confirmed the program's success. 97% of youth reported that the program helped them trust Spokane Police officers. 99% responded that they would be comfortable asking an officer for help in an emergency situation. 99% of respondents reported that they enjoyed the PAL program.

Youth participants learned about substance abuse. 96% understood that vaping is harmful to their health, 99% understood alcohol use is harmful to their health, and 97% understood that marijuana is harmful to their health.

Please see website for more information.

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



97% of youth reported that the program helped them trust Spokane Police officers



PAL Boxing



The Spokane Police Department is proud to support our PAL boxers. Thank you as well to the Spokane Police Foundation for their continued support of our youth engagement efforts. Please reach out to Officer Graig Butler if you are interested in getting your youth involved. He can be reached at SPDCOMMUNITYOUTREACH@spokanepolice.org.

Back to School Community Fair

SPD participated in the Back to School Community Fair on August 28, 2021, at the Martin Luther King Jr. Center. The fair provided free services: haircuts, immunizations, COVID-19 vaccine and COVID testing. Participants also received backpacks filled with school supplies, and some sneakers and socks (while supplies lasted).



Briefing Paper

Public Safety and Community Health

Division & Department:	Stand Alone Departments/ Public Defender
Subject:	State Office of Public Defense Grant Application Approval and Award Acceptance for 2022 and 2023
Date:	9/30/21;
Contact (email & phone):	kknox@spokanecity.org ; 835-5972; 995-1044
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Johnnie Perkins
Committee(s) Impacted:	Public Safety and Public 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 Plan
Strategic Initiative:	Improvement of Criminal Justice Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Improved defense services to the public
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>This is a grant application that has been made for years. In recent years it has been a two-year funding cycle. This supports positions and services already budgeted for. The grant award was received yesterday in the amount of \$93,000 in each of the calendar years.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> This is a re-occurring application and award from State funds; the funds cannot be used to supplant existing services. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



WASHINGTON STATE

Internet Email: opd@opd.wa.gov

OFFICE OF PUBLIC DEFENSE

(360) 586-3164
FAX (360) 586-8165

TO: City Officials

FROM: Larry Jefferson, Director

DATE: July 1, 2021

RE: Applications for state public defense grants for calendar years 2022 and 2023

Grant Program Overview:

RCW 10.101.050 establishes a state-funded grant program to improve public defense services in cities. Pursuant to anticipated legislative appropriation in the 2022-2023 state operating budget, the Washington State Office of Public Defense (OPD) is offering grants to cities for the 2022 and 2023 calendar years totaling more than one million dollars. Over the past two years 30 cities received competitive grants ranging from \$2,500 to \$96,975.

Per RCW 10.101.060, cities in receipt of state funds must document that they are meeting the WSBA Standards for Indigent Defense Services or that the funds are being used to make appreciable, demonstrable improvements to public defense services. Some cities have used grant funds to provide additional attorneys to reduce caseloads, to add attorneys to represent indigent defendants at first appearance/arraignment calendars, or to increase attorney compensation, among other approved uses. A list of approved and prohibited uses is attached. Examples of permissible expenses include increases to attorney compensation or adding attorneys for caseload reductions, which may be beneficial due to simple drug possession charges now being filed in district and municipal courts. State grant funds cannot be used to supplant city funds that were being spent on public defense services prior to the initial disbursement of state funds. Previously-awarded cities are welcome to reapply to continue sustaining grant-funded initiatives.

Two Year Disbursements:

Cities should apply for one lump sum, half of which will be disbursed each year. For example, an award of \$20,000 will be distributed in equal amounts of \$10,000 in January 2022 and January

2023. While the disbursement amounts will be the same each year, awarded cities may use the funds for the same or different public defense initiatives each year. For example, a city may use grant funds in both years to increase attorney compensation, while another city may opt to use the first year's grant funds to train attorneys, and the second year's funds to increase attorney compensation.

Application Timeline:

Completed applications are **due to OPD by 5 p.m. Friday, August 27, 2021**. OPD will send preliminary notification of grant awards and denials by late September. Signed, completed applications and corresponding documentation should be submitted as an email attachment to Nicole Dodge at nicole.dodge@opd.wa.gov.

Evaluation of City Applications:

The attached document provides details on the evaluation factors considered by OPD in selecting grant recipients and determining grant award amounts. Factors considered include, but are not limited to, the following:

- The city's compliance with statutory requirements;
- The city's commitment to improving public defense services;
- The proposed improvement(s) based on the city's needs; and
- The city's demographic and geographic factors, including poverty level.

Technical Assistance for Public Defense Services:

OPD managing attorneys are available to work with cities (including those not applying for or receiving grant funds) regarding compliance with Chapter 10.101 RCW as well as applicable case law and court rules, including the Washington Supreme Court's Standards for Indigent Defense (Standards). OPD has also made available a variety of [resources for assistance in implementation of the Standards](#) and caseload limits, such as an FAQ on the Standards, web tutorials, sample caseload calculators, and a customizable model misdemeanor case weighting policy.

For information regarding the improvement of public defense services or this application process, contact OPD Public Defense Services Managers Katrin Johnson, katrin.johnson@opd.wa.gov, 360-586-3164 ext. 108 or George Yeannakis, george.yeannakis@opd.wa.gov, 360-586-3164 ext. 102.

We look forward to working with you to improve public defense services in Washington State.

2021 City Application for Chapter 10.101 RCW Public Defense Improvement Funds

Applying City: City of Spokane Public Defender's Office

Contact Name: Kathy Knox

Title: Public Defender

Mailing Address: 824 N. Monroe St.

City: Spokane State: WA Zip Code: 99201

Phone: (509) 835-5972

Email Address: kknox@spokanecity.org

State Vendor Number to be used if city is awarded a grant: SWV0003387-44

NOTE: Complete applications must be received at OPD by 5 p.m. August 27, 2021.

Section I: Public Defense Expenditures/Budget

1.1 In 2020, the city paid indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds (if applicable)	Other Funds (if applicable)
Attorney salaries and benefits, contract and conflict attorney compensation	\$2,454,317	\$85,266	\$41,850
Investigators, experts, interpreters, social workers, and other professional services	\$42,175	\$2,998	\$0
Other public defense expenses	\$515,521	\$488	\$309
Total	\$3,012,013	\$88,752	\$42,159

1.2 For 2021, the city *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds (if applicable)	Other Funds (if applicable)
Attorney salaries and benefits, contract and conflict attorney compensation	\$2,708,883	\$77,200	\$50,000
Investigators, experts, interpreters, social workers, and other professional services	\$43,700	\$27,500	\$0
Other public defense expenses	\$447,186	\$498	\$0
Total	\$3,199,769	\$105,198	\$50,000

Section II: Case Assignments

2.1 In 2020, the total number of cases assigned to public defense counsel were the following:

Fill in section 2.1(a) if the city has or contracts with a government or non-profit public defender agency. Fill in section 2.1(b) for case assignments to contract or assigned counsel attorneys.

(Municipal misdemeanors and gross misdemeanors only)

a. Cities using public defender agencies.

Number of cases assigned to public defender agency
(not including conflict counsel):

Number of probation violations and other
miscellaneous post sentencing hearings assigned:

Number of full-time-equivalent public defenders:

Average per-attorney caseload, if available:

Number of appeals to Superior Court (RALJ)

man	MH	CC
4,412	39	1,008
644	39	2
15	18	3
294	42	336
0	0	0

b. Cities using list appointments or contracts with private attorneys.

Number of cases assigned to public defense attorneys:

Number of probation violations and other miscellaneous
post sentencing hearings assigned:

Number of attorneys with public defense contracts or on
court's appointment list:

Number of appeals to Superior Court (RALJ)

**2.2 Does the city use a case-weighting policy as allowed for in
Standard 3 of the Standards adopted by the WSBA and the
Washington State Supreme Court (CrRLJ 3.1)? If yes, please attach
the city's case-weighting policy.**

Yes

☐

No

☒

**a. If yes, what is the city's method of counting probation violations and other post-sentencing
hearings?**

Section III: Grant Funds

**3.1 Did the city receive RCW 10.101.080 grant money for use during
calendar years 2020 and 2021?**

Yes

☒

No

☐

If yes, how much? (Two-year total) \$193,950

**3.2 How much grant funding total is the city requesting for the
combined two-year period of 2022 and 2023? (Note: one-half of
awarded funds will be disbursed in January 2022, and the second half
will be disbursed in January 2023.)**

\$ 200,000.⁰⁰

*Indicate in the table below how the city intends to use public defense grant funding in 2022 and 2023, **and attach a narrative paragraph** detailing how the city will use the grant funding to improve indigent defense services. (The table below reflects the most common uses of funds. See the attached policy for an expanded list of allowed and prohibited uses.) Note that grants cannot be used to supplant city funds that were being spent on public defense services prior to the initial disbursement of state funds.*

Common Allowed Uses of Grant Funding:	
Additional attorneys to reduce caseloads	<input checked="" type="checkbox"/>
Increased compensation for public defense service providers	<input type="checkbox"/>
Reimbursement of training costs for public defense service providers	<input type="checkbox"/>
An attorney coordinator to oversee public defense services (e.g. selecting attorneys, handling complaints, and quality-control monitoring).	<input type="checkbox"/>
Professional evaluation of attorney performance by a public defense expert	<input type="checkbox"/>
Public defense representation at preliminary appearance calendars	<input checked="" type="checkbox"/>
Investigator and/or expert services	<input type="checkbox"/>
Social worker services to assist public defense attorneys	<input type="checkbox"/>
Interpreter services for attorney-client interviews and communications	<input type="checkbox"/>
Other (please explain)	

Section IV: Court/City Information

4.1 Has the city adopted local public defense standards, as required by RCW 10.101.030? If yes, please attach the current standards.

Yes



No

☐

If no, please explain the city's plan to come into compliance:

4.2 Does the city or municipal court administer any pre-filing or post-filing diversion programs, including relicensing programs?

Yes



No

☐

If yes, please describe the program(s):

4.3 Please describe the indigency screening procedure (RCW 10.101.010 – 020) for municipal defendants and attach any related written policies and screening documents used:

4.4 Does the city contract with the county or another city to provide municipal court services?

Yes



No



If yes, please describe the situation:

4.5 If attorney costs are ordered or assessed, is there a standard recoupment amount or does it vary?

☐ Standard Amount: \$ _____

☐ Amount Varies (typical range): \$ _____

☒ Recoupment of attorney costs is rarely or never ordered

4.6 Does the city contract with another city or county public defender agency to provide the city's public defense?

Yes



No



If yes, please describe:

Section V: Washington State Bar Association Standards for Indigent Defense Services

RCW 10.101.060 requires each city that receives state funds to document to the Washington State Office of Public Defense that it is meeting the WSBA Standards for Indigent Defense Services, or that the funds are being used to make "appreciable, demonstrable improvements in the delivery of public defense services." The following questions address many of the provisions set forth in statute and the WSBA Standards for Indigent Defense Services.

Standard One: Compensation

5.1 Do the city's public defense contracts (including sub-contracts and assigned counsel policies) require the attorneys to compensate conflict counsel, investigators or experts?

Yes

☐

No

☒

If yes, please explain the situation:

5.2 Are contract/assigned counsel attorneys provided extra compensation in cases of extraordinary complexity?

Yes

☒

No

☐

If no, please explain the situation:

5.3 If public defense is provided by attorneys employed by a public defense agency, are job classifications, compensation and benefit levels comparable to local prosecuting attorneys?

Yes

☒

No

☐

N/A

☐

If no, please explain:

5.4 Are compensation amounts for contracted, sub-contracted, and assigned counsel attorneys sufficient to cover administrative costs such as travel, telephone, technology, office space, supplies, and training?

Yes

☒

No

☐

If no, please explain:

5.5 What is the average compensation rate for contract or assigned counsel? (Please use additional pages if needed.)

Contract Type	Amount	Base Rate	Additional Compensation (e.g. trial days)
Primary Defense	\$	<input type="checkbox"/> Per Hour <input type="checkbox"/> Per Case <input type="checkbox"/> Per Month, Average Monthly Caseload: _____ <input type="checkbox"/> Other: _____	
Conflict Defense	\$	<input checked="" type="checkbox"/> Per Hour <input type="checkbox"/> Per Case <input type="checkbox"/> Per Month, Average Monthly Caseload: _____ <input type="checkbox"/> Other: _____	

Standard Two: Duties and Responsibilities

5.6 Are defense attorneys present and representing defendants at:

- a. In-custody first appearance hearings where bail is addressed (as defined by CrRLJ 3.2.1)?

Yes



No

☐

If no, please describe when and how defendants have access to counsel:

- b. Out-of-custody first appearance hearings?

Yes



No

☐

If no, please describe when and how defendants have access to counsel:

- c. Are public defense attorneys made available to consult with clients prior to first appearance or arraignment hearings?

Yes



No

☐

Standard Three: Caseload Limits

5.7 Do the city's public defense contracts (and subcontracts, if applicable) specify the maximum number of cases each attorney shall be expected to handle?

Yes



No

☐

If no, please explain:

5.8 Are the caseloads of the public defense attorneys (including private cases and public defense cases from other jurisdictions) within the limits set by the Washington Supreme Court (CrRLJ 3.1)?

Yes

☒

No

☐

Not Sure

☐

If yes was not selected, please explain:

Standard Four: Responsibility for Expert Witnesses

5.9 Does the city identify funds specifically for the purpose of paying defense experts?

Yes

☒

No

☐

If no, please explain the situation:

5.10 In 2020 did the public defense attorneys use expert witnesses?

Yes

☐

No

☒

If no, please explain the situation:

Standard Five: Administrative Costs

5.11 Do the city public defense attorneys (including contract, sub-contracted, and assigned counsel attorneys) have offices or access to private meeting space to accommodate confidential meetings with clients?

Yes

☒

No

☐

If no, please explain:

5.12 If your city has a public defense agency (government or non-profit), is there a ratio of one full-time supervisor for every ten full-time staff attorneys?

Yes ☐ No ☒ N/A ☐

If no, please explain:

5.13 Does your city have written criteria for the monitoring and evaluation of attorney performance?

Yes ☒ No ☐

If no, please explain how monitoring and evaluation is conducted.

If yes, please attach a copy.

Standards Six and Seven: Investigators and Support Services

5.14 Does the city identify funds specifically for the purpose of paying defense investigators?

Yes ☒ No ☐

If no, please explain the situation:

5.15 In 2020, did the public defense attorneys use investigative services?

Yes ☒ No ☐

If no, please explain:

5.16 How do public defense attorneys get access to investigator services? Please describe the steps that attorneys (agency employees and contract/assigned counsel) must take to access these services.

5.17 Are all public defense attorneys (employees, contractors and assigned counsel) permitted to request additional funds in specific cases for the below-listed professional services?

Legal assistants:

Yes ☐ No ☒

Social Worker, Mitigation Experts:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Mental Health Professionals:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Interpreters for out-of-court meetings:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Describe the request process:

Standard Eight: Reports of Attorney Activity

5.18 Do the public defense attorneys maintain a case reporting and case management system?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

If yes, do the attorneys report the following to the city?:

a. Number and type of cases?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
b. Attorney hours?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
c. Dispositions?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
d. Trials?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Please describe any other reported data:

If available, please attach a template or sample report.

Standard Nine: Training

5.19 Does the city require attorneys who provide public defense services to attend seven hours of OPD-approved training at least once a calendar year? (Please note, this is required by RCW 10.101.050.)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

If no, please explain the situation: *(See attached OPD Training Policy.)*

Standards Ten and Eleven: Supervision, Monitoring and Evaluation of Attorneys

5.20 Which individual/entity maintains the attorney certifications filed in your municipal court?

How are the certification forms made available for public review?

5.21 Has someone from the city verified that all attorneys that provide public defense representation in your city filed Certifications for the first and second quarters of 2021?

Yes ☒ No ☐

*Please provide copies of all Certifications filed for the 2nd Quarter of 2021. (It is not necessary to provide Certifications of staff attorneys employed at government or non-profit public defense agencies.)

Standard Twelve: Substitution of Counsel

5.22 Do any of the contracted or assigned counsel public defense attorneys sub-contract with another firm or attorney to provide representation?

Yes ☐ No ☒

If yes, please describe any practices put in place by the city to ensure that subcontracted attorneys meet professional standards:

5.23 Please describe what procedure is followed for providing continued representation of existing clients after a contract has been terminated:

Standard Thirteen: Limitations on Private Practice

5.24 Does the city require contract and subcontract public defense attorneys to report on public defense caseloads from other jurisdictions, and "hours billed for nonpublic defense legal services including number and types of private cases?" RCW 10.101.050

Yes ☐ No ☒

If no, please explain the situation: *(See attached OPD Time Reporting Policy.)*

Standard Fourteen: Qualifications of Attorneys

5.25 Do all attorneys providing public defense services in the city meet the qualification requirements as identified in Standard Fourteen of the WSBA Standards for Indigent Defense Services?

Yes



No

☐

If no, please explain:

Standard Fifteen: Disposition of Client Complaints

5.26 Who does the city designate to receive and investigate complaints about public defense services? Please provide the name and contact information for the person/office:

5.27 How are indigent clients notified of the complaint policy and procedure? Please provide a copy of the city's complaint procedure, complaint form, or any other relevant documentation.

Standards Sixteen, Seventeen, Eighteen, and Nineteen: Termination/Removal, Non-Discrimination, Guidelines for Awarding Defense Contracts, and Independence and Oversight

5.28 Does your city experience challenges in recruiting and/or retaining a sufficient pool of defense attorneys?

Yes

☐

No



If yes, please describe:

5.29 Do the contracts for public defense attorneys include non-discrimination clauses?

Yes

☒

No

☐

If no, please explain:

5.30 Briefly describe the process and criteria used for selection of contract and/or assigned counsel defense attorneys:

5.31 Who in the city is responsible for overseeing contract attorneys, sub-contract attorneys and assigned counsel attorneys? What is their title/position?

5.32 Apart from filing certification forms, how is the city monitoring attorney compliance with the Supreme Court Standards for Indigent Defense and other contract requirements (e.g. caseloads, case-related qualifications, scope of representation, scope of work)?

5.33 Are city attorneys, prosecutors, judges, court administrators or law enforcement officers involved in the selection of public defense attorneys?

Yes

☐

No

☒

If yes, please describe:

5.34 Does your city public defense system include Rule 9 interns, and/or collaborate with law schools?

Yes



No

☐

If yes, please describe:

Section VI: Improvements to and Challenges with Public Defense Services

6.1 In recent years, what have been some specific changes implemented by the City that have improved public defense?

6.2 In recent years, what have been challenges to delivering public defense services? Have those challenges been resolved? Please describe.

6.3 Are the public defense attorneys (employee/contractor/assigned counsel) in your city currently experiencing a backlog or higher-than-usual level of pending cases resulting from the COVID-19 pandemic court closures and jury trial suspensions? If so, what are the city's plans for addressing the pending workload?

Section VII: Attachments and Tables

7.1 If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and provide a copy of each *current contract* in alphabetical order by attorney name. If possible, please provide scanned copies of contracts. Failure to provide current contracts could result in an incomplete application.

7.2 If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).

7.3 Please include the following items with the city's application. Failure to include any of the required items could result in an incomplete application.

- ☐ Case-weighting policy, if applicable (*see question 2.2*) N/A
- ☒ Narrative detailing city's proposed use for grant funding (*see question 3.2*)
- ☒ City's public defense standards (*see question 4.1*)
- ☒ Indigency screening form and related documents (*see question 4.3*)
- ☒ Written criteria for monitoring and evaluating attorney performance (*see question 5.13*)
- ☐ Sample template or report for monthly or quarterly attorney activity, if applicable (*see question 5.18*)
- ☐ 2nd Quarter 2021 Certifications filed (*see question 5.21*) N/A
- ☐ Complaint procedure, forms or other relevant documentation (*see question 5.27*)
- ☒ Policy/Procedures for monitoring attorney performance under the city's public defense contracts, if applicable (*see question 5.32*)
- ☒ Currently effective public defense contracts (*see question 7.1*)
- ☒ Other relevant information (*applicant's discretion*)

Declaration

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

Katherine S. Kirk
Signature

8/27/21
Date

Katherine S. Kirk PUBLIC DEFENDER
Printed Name Title

Spokane, WA
Place

Washington State Office of Public Defense

Table I: Public Defense Contracts and Subcontracts Currently in Effect (2021)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Number of misdemeanor/ gross misdemeanor cases anticipated for the attorney/firm in 2021	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No

Washington State Office of Public Defense
Table II: List-Appointed Public Defense Attorneys 2021

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Method and rate of payment (per case/per hour, etc.)	Number of cases assigned

Addendum to City of Spokane 2022/2023 Grant Application

Below is narrative where needed in the grant application:

3.2 Intended Use of Grant Funds

The City of Spokane Public Defender's Office will use the OPD public defense improvement grant funds to ensure that there are attorneys available to represent people both at daily in-custody first appearance hearings and weekly out-of-custody arraignment hearings. The attorneys make the difference for the inmates in getting OR'd or reducing the bond they will have to post to ensure their freedom through the course of the case. The defense attorney is better equipped to represent an inmate than an inmate himself and can argue against the position of the prosecutor in release or amount of the bond.

4.1 Adopted Standards. The Spokane City Council passed an ordinance adopting indigent defense standards and a non-discrimination section, SMC 3.11.010 and 3.11.020.

4.2 Pre-filing and post-filing diversion programs. The Spokane Police Department is supportive of a mental health pre-filing diversion program wherein a caseworker usually specialized in mental health either rides along on calls or is accessible to assist the defendant in making choices relating to the diversion program. There is a mental health post-filing diversion program in the City/County Mental Health Court. Additionally, Community Court now operates in three locations and is both a pre-filing and post-filing diversion program, as often people who possess drugs or appear intoxicated by drugs are diverted to drug treatment programs. The City is working on a contract with Volunteers of America whereby the police can drop off such a person for counselling and assistance in getting treatment or assist if they also received a felony charge in Superior Court's Drug Court.

The most common case resolution is a Stipulated Order of Continuance (SOC) whereby the defendant agrees to certain conditions met over a period of one or two years for dismissal of the charges if the person successfully completes the SOC. The DUI Court is grant-funded and offers a post-filing diversion program to avoid a DUI conviction.

Relicensing is no longer handled by the City Prosecutors as the County pulled its financial and administrative help. It is now handled by a private non-profit

4.3 Indigency Screening is done in the courtroom at weekly out-of-custody arraignments with simple questions like do they have a job. If not, they are appointed because there is no way someone can be above the poverty threshold if they are not working. If they have a job, they send the person across the courtyard to Municipal Probation for a full financial screening. Currently, inmates are appointed automatically if they are not OR'd. Municipal Probation is now rebranding itself to be supportive rather than have a law enforcement approach. Part of this will entail supported release so that people are connected to social services or treatment, or housing resources. When that is in place, the probation employees will go to the jail or use Zoom calls to conduct the screening at the same time as the inter.

4.4 The City and County public defender offices have an MOU to authorize representation when there is a conflict of interest with one of the agencies. There is a contract for representation with private counsel in the event both offices have a conflict.

5.12 Attorney Supervision. Because many of the attorneys in the City Public Defender Office have more than twenty years' experience, the Director chose to have an attorney handling a caseload rather than having a second-in-command, to directly represent the public and reduce caseloads. The attorneys collaborate and freely discuss defense strategies and proposed arguments to the jury so that the Director is not involved in every such discussion.

5.13 Attorney Performance. All city employees are given quarterly evaluations when there is time to do that. Performance is monitored more by discussion with the assigned judge and prosecutor and whether or number of complaints by clients or co-workers.

5.16 Investigator or Expert Services are given in an individual case if the attorney fills out and submits a request form detailing type of defense or persons to be interviewed or need for an expert and potential costs involved for that purpose. These requests are almost always granted by the Director after review of the request.

5.20 Public Access to attorney certifications is achieved by the Municipal Court who maintains the documents when file.

5.23 Continued re. presentation is authorized based on the defendants continued indigency.

5.26 The Director is the first link when a complaint is made. The City's Administrator would handle a complaint made generally about the defender office.

5.27 If a client wants to make a complaint, the defendant is told that it will be given to the Director who will investigate the complaint. This process is discussed by the clerk with the client. The complaint can be made in writing or by voicemail or email.

5.30 One experienced defender has shown interest in handling conflict cases.

5.31 N/A

5.32 Both the City Council and administrators would investigate complaints made by the public. Presentations are made annually on the defender budget.

5.33 The City has always been supportive of the defenders' office as it has tried to creatively solve problems, if any. There is a constant effort to review programs offered for specific crimes by efficacy and cost-effectiveness.

6.1 The City has been involved with the police department to train its staff on issues of mental illness or drug issues and on how to diffuse a volatile situation. The biggest changes have come by the increase in therapeutic courts to cover all aspects of a defendant's life.

6.2 The Covid-19 pandemic has provided a challenge to processes in the system relating to issuance or non-issuance of warrants, need for rescheduled hearings, delays in case resolutions, and increased number of FTA's, the suspension of jury trials, use of masks, increasing the number of calendars to reduce the number of defendants in a courtroom at one time, use of masks, social distancing, use of alternative technologies like zoom and phone interviews instead of in-person interviews, limitations to providing better representation. The lack of interaction and use of home for work. Sometimes Covid exposures for the attorney and family members, lack of daycare and other closures have caused a backlog of cases. The attorneys struggle to get work done when they have so many court appearances.

They are required to be in court and to see the inmates on assigned cases. The court intends to implement a less rigorous schedule but hasn't yet due to a software issue.

Kathy Knox

Determination of indigency—Provisional appointment—Promissory note.

(1) A determination of indigency shall be made for all persons wishing the appointment of counsel in criminal, juvenile, involuntary commitment, and dependency cases, and any other case where the right to counsel attaches. The court or its designee shall determine whether the person is indigent pursuant to the standards set forth in this chapter.

(2) In making the determination of indigency, the court shall also consider the anticipated length and complexity of the proceedings and the usual and customary charges of an attorney in the community for rendering services, and any other circumstances presented to the court which are relevant to the issue of indigency. The appointment of counsel shall not be denied to the person because the person's friends or relatives, other than a spouse who was not the victim of any offense or offenses allegedly committed by the person, have resources adequate to retain counsel, or because the person has posted or is capable of posting bond.

(3) The determination of indigency shall be made upon the defendant's initial contact with the court or at the earliest time circumstances permit. The court or its designee shall keep a written record of the determination of indigency. Any information given by the accused under this section or sections shall be confidential and shall not be available for use by the prosecution in the pending case.

(4) If a determination of eligibility cannot be made before the time when the first services are to be rendered, the court shall appoint an attorney on a provisional basis. If the court subsequently determines that the person receiving the services is ineligible, the court shall notify the person of the termination of services, subject to court-ordered reinstatement.

(5) All persons determined to be indigent and able to contribute, shall be required to execute a promissory note at the time counsel is appointed. The person shall be informed whether payment shall be made in the form of a lump sum payment or periodic payments. The payment and payment schedule must be set forth in writing. The person receiving the appointment of counsel shall also sign an affidavit swearing under penalty of perjury that all income and assets reported are complete and accurate. In addition, the person must swear in the affidavit to immediately report any change in financial status to the court.

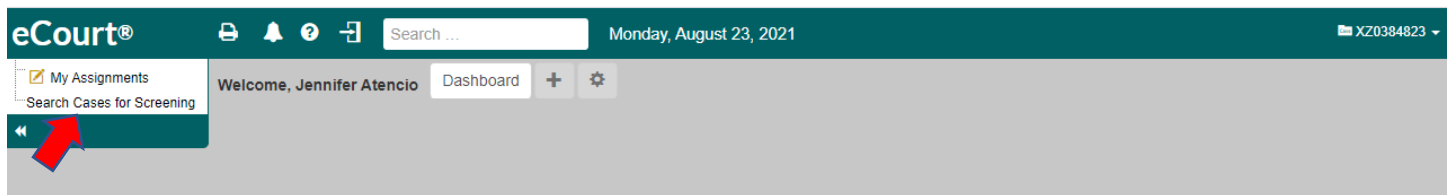
(6) The office or individual charged by the court to make the determination of indigency shall provide a written report and opinion as to indigency on a form prescribed by the office of public defense, based on information obtained from the defendant and subject to verification. The form shall include information necessary to provide a basis for making a determination with respect to indigency as provided by this chapter.

[1997 c 41 § 5; 1989 c 409 § 3.]

CONDUCTING A PD SCREEN

- Verify the information on the pre-determination Questionnaire
 - In eCourt- Check that all **OPEN** cases **WITHOUT** a current defense attorney are listed (these are the cases that will need a PD)
 - Determine if the cases are **DV** related (*you will need this info for Step 1 of the eCourt Screening Questionnaire*)
 - Use JIS when conducting a warrant check
 - Click on 'Search Cases for Screening' (1.1)
 - Search defendant by name (1.2)

1.1



1.2

 A screenshot of the 'Search Cases for Screening' form in eCourt®. The form has several input fields: 'Date Of Birth' (with a calendar icon), 'Case Number', 'Last Name', 'First Name', 'Middle Name', 'Case Type' (dropdown), and 'Status' (dropdown). There are also 'to' and 'from' date range selectors.

- Once name data is entered, a screen like the one below will be revealed for that defendant. (1.3)

1.3

<input type="checkbox"/>	Last Name	First Name	Middle Name	Date Of Birth	Case Number	Case Name	Status	Last Hearing	Last Hearing Date	Next Hearing	Next Hearing Date	Cur Def Atty
	access denied	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
	access denied	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
<input type="checkbox"/> +	DOE	JOHN		11/11/1911	123123256	DOE, JOHN ~ FAIL TO OBEY ANTIHARASSMENT ORDER	Open					
<input type="checkbox"/> +	DOE	JOHN		01/01/1994	9Z0673760	DOE, JOHN ~ OBSTRUCTING OFFICER	Closed					

*Note that in the far, right hand column there is no information listed under 'Cur Def Atty'

- Take note if the case is in **SC status** (*you will need this info for Step 1 General of the eCourt Screening Questionnaire*)
 - This information will be listed under 'Next Hearing' if applicable (1.3)
- Ensure that case you want to do a PD screen for has not already been screened
 - Click the plus symbol next to the corresponding case (1.3)

- If there is nothing listed under 'Screening Date' - proceed w/ steps listed below.
- If there is a screening date older than 180 days- proceed w/ steps listed below.
- If there is a screening date listed but no current defense attorney listed- Defendant simply needs to contact the PD office to initiate representation.
- If there is any open case with a screening date and defense attorney listed but others without, you will need to add a 180 for those cases without.

- **SEE ADDING A 180 PROCEDURE**

- To proceed with the PD financial screen- Click on the 'Case Number'
 - This will take you to the first step of the PD Screening Questionnaire

1.4

Next Step ➔

Steps

☒ **Step 1: General**

**Step 2a: Defendant
Employment & Income**

**Step 2b: Spouse/Partner
Employment & Income**

Step 3: Expenses

Step 4: Assets

Step 1: General

Screening Type*

Screening Date*

Update Reason*

Determination Calculation Factor Queries

Applicant in mental health facility (Indigent 10.101.010(3)(b)*)

DV Charge & Spouse Alleged Victim*

Highest Charge Level*

Pro FScreen

08/23/2021

Initial Creation

No

Household Composition +

Name*	Relationship*	Age*
<input type="text"/>	<input type="text"/>	<input type="text"/>

+ Household Composition

Nonresident Support +

Name*	Relationship*	Age*
<input type="text"/>	<input type="text"/>	<input type="text"/>

+ Nonresident Support

Next Step ➔

Save & Back

Back

Save & Review

*Red asterisks indicate a required category

*Use the + symbols to add additional fields in any given category

- **STEP 1: General (1.4)**

- DV Charge & Spouse Alleged Victim
 - YES *ONLY* if they divide their bills exactly in half- You will need to include spouse income information in Step 2B
 - If No- you will not need spouse income information
- Highest Charge Level
 - DUIS, **DV** M/GM, Misdemeanors, M/GM Probation (**Show Cause** hearings), Other M/GM
- Household composition refers to *DEPENDANTS ONLY*
 - Minor children (under 18) living in the household - Defendant is sole source of support
 - Adults (over 18) in household - Defendant currently supports
- Nonresident Support
 - Minor children (under 18) that do not live in household – Defendant is actively providing financial support (child support)
- Click 'Next Step' at bottom left

Steps

✓ [Step 1: General](#)☑ [Step 2a: Defendant
Employment & Income](#)[Step 2b: Spouse/Partner
Employment & Income](#)[Step 3: Expenses](#)[Step 4: Assets](#)**Step 2a: Defendant Employment & Income**

Income Sources

Poverty Based Assistance

Do you have any of the following types of assistance? TANF, ADATSA, General Assistance, SSI, Refugee Resettlement Benefits, Medicaid, F
Poverty Based Assistance (Indigent 10.101.010(3)(a)) Counts as Income 10.101.010(2)(b)

Type*

 x

Value*

Verification Type

+ [Poverty Based Assistance](#)**Wages & Other Income**

Do you have any of the following types of income? Wages, Unemployment Compensation, Interest, Dividend Payments, Other Earning,
Retirement, Social Security, Pension, Labor & Industries, Annuity Income, Alimony, Child Support, Contribution from any person domiciled
with applicant and helping to defray living costs or Other income (rent, per capita, grants)

Type*

Value*

Verification Type

+ [Wages & Other Income](#)**Employment****Employment**

Employer

Employer Name*

Street Address

City

State

Zip

Telephone*

 () - -

Contact Person*

Hours Worked Per Week

Hourly Rate

+ [Employer](#)

← Previous Step

Next Step →

Save & Back

← Back

Save & Review

➤ **Step 2a: Defendant Employment & Income (1.5)**

- Poverty Based Assistance
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values
- Wages and other income
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values
- If employed enter employment data
- Click 'Next Step' at bottom left

➤ **Step 2b: Spouse/Partner Employment & Income**

- Categories and fields same as Step 2a
- Click 'Next Step' at bottom left

← Previous Step
Next Step →

Steps

- ✓ [Step 1: General](#)
- ✓ [Step 2a: Defendant Employment & Income](#)
- [Step 2b: Spouse/Partner Employment & Income](#)
- ☑ [Step 3: Expenses](#)
- [Step 4: Assets](#)

Step 3: Expenses

Living Costs +

What are your living expenses? Shelter (rent/mortgage), Utilities, Clothing, Food, Healthcare, Childcare, Transport and/or Debt/Loan Payments

Expense Type*	Value*	Verification Type
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>

+ Living Costs

Nonresident Support Obligations +

What are your non-resident support obligations? Alimony paid, Child support paid

Expense Type*	Value*	Verification Type
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>

+ Nonresident Support Obligations

Court Imposed Obligations +

What are your court imposed obligations? Fines, Court Costs, Restitution, Garnishment, Education/Treatment, Hi Monitoring, Bail/Bond Paid (for this Offense)

Expense Type*	Value*	Verification Type
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>

+ Court Imposed Obligations

← Previous Step
Next Step →
Save & Back
← Back
Save & Review

➤ **Step 3: Expenses (1.6)**

- Living Costs
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values
- Nonresident Support Obligations
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values
- Court Imposed Obligations
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values
 - Click 'Next Step' at bottom left

Steps

- ✓ [Step 1: General](#)
- ✓ [Step 2a: Defendant Employment & Income](#)
- ✓ [Step 2b: Spouse/Partner Employment & Income](#)
- ✓ [Step 3: Expenses](#)
- ✓ [Step 4: Assets](#)

Step 4: Assets**Liquid Assets** 10.10.010 (2)(a)**What liquid assets do you have?** Cash, Checking, Savings, Other Bank Accounts, Stocks, Bonds, Certificates of Deposit

Type*	Value*	Verification Type
<input type="text"/>	<input type="text"/>	<input type="text"/>

+ Liquid Assets

Real Estate Assets

Type*	Real Estate
Address*	<input type="text"/>
Description	<input type="text"/>
Value*	<input type="text"/>
Loan*	0.00
Verification Type	<input type="text"/>

Vehicle/Vessel

Type*	<input type="text"/>
Year*	<input type="text"/>
Make*	<input type="text"/>
Model*	<input type="text"/>
<input type="checkbox"/> Work Vehicle	
Value*	<input type="text"/>
Loan*	0.00
Verification Type	<input type="text"/>

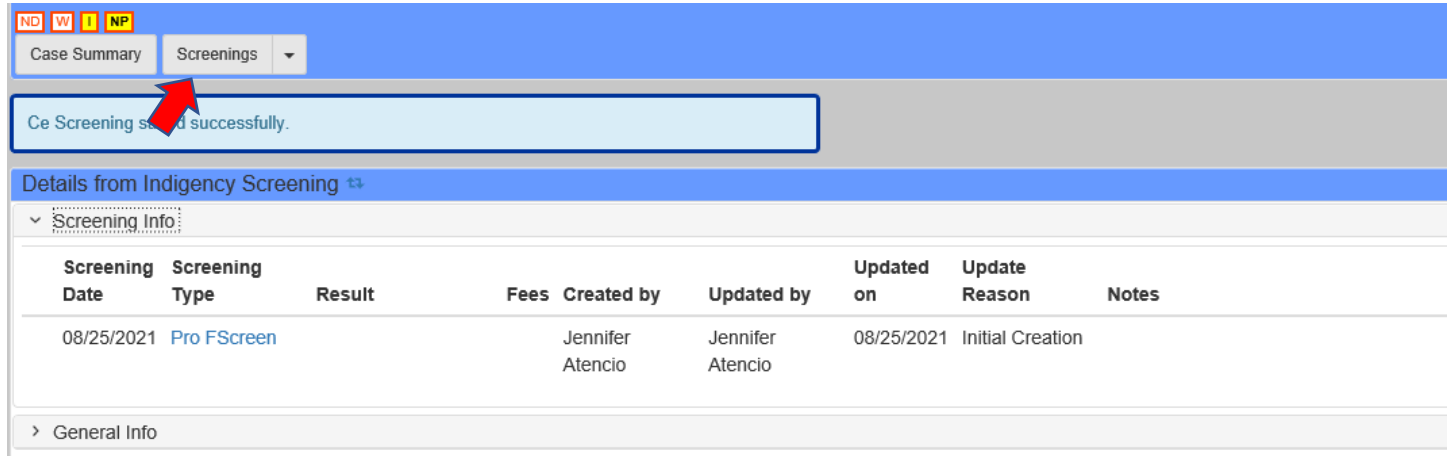
[Previous Step](#)
[Save & Back](#)
[Back](#)
[Save & Review](#)

➤ **Step 4: Assets (1.7)**

- Liquid Assets
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values
- Real Estate Assets
 - Look up home property values at <http://cp.spokanecounty.org/scout/SCOUTDashboard/>
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values
- Vehicle/Vessel
 - Look up vehicle values at <https://www.nadaguides.com/>
 - Click the down arrow for dropdown menu
 - Add corresponding applicable values

- Use + symbol to add additional vehicles
- Click 'Save & Review'

1.8



Case Summary Screenings

Ce Screening saved successfully.

Details from Indigency Screening

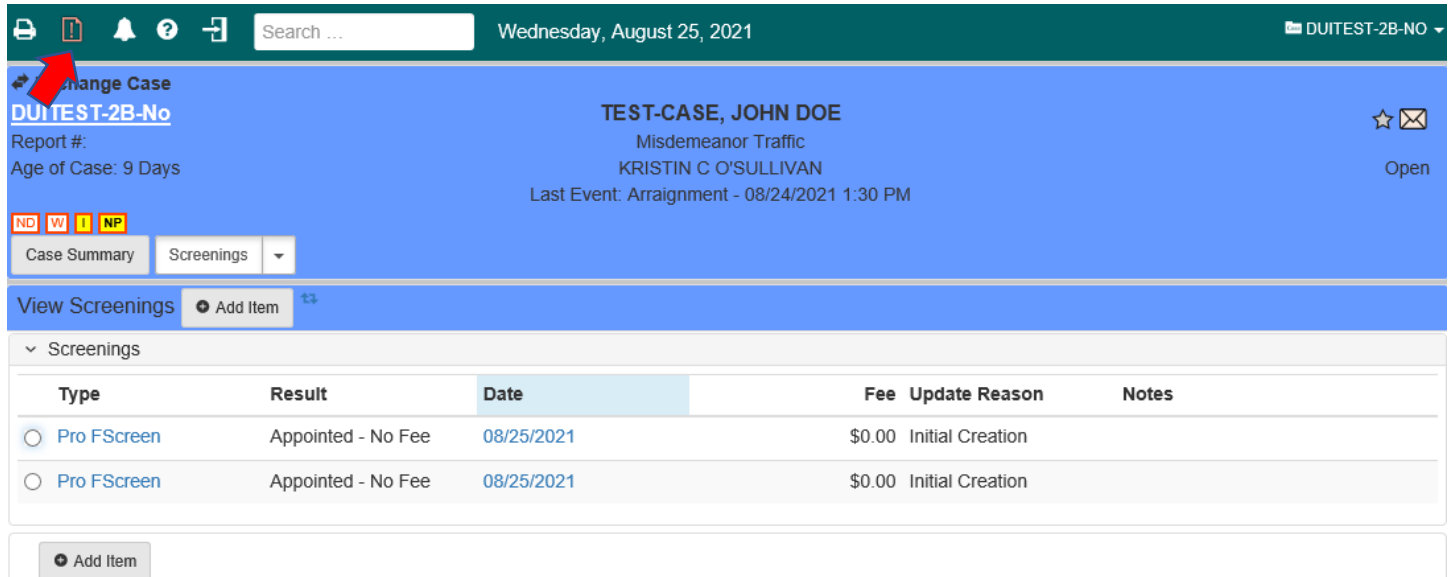
Screening Info

Screening Date	Screening Type	Result	Fees	Created by	Updated by	Updated on	Update Reason	Notes
08/25/2021	Pro FScreen			Jennifer Atencio	Jennifer Atencio	08/25/2021	Initial Creation	

General Info

- Access the Determination (1.8)
 - Click 'Screenings'

1.9



Change Case

DUI TEST-2B-NO

Report #:

Age of Case: 9 Days

TEST-CASE, JOHN DOE

Misdemeanor Traffic

KRISTIN C O'SULLIVAN

Last Event: Arraignment - 08/24/2021 1:30 PM

Case Summary Screenings

View Screenings Add Item

Screenings

Type	Result	Date	Fee	Update Reason	Notes
Pro FScreen	Appointed - No Fee	08/25/2021	\$0.00	Initial Creation	
Pro FScreen	Appointed - No Fee	08/25/2021	\$0.00	Initial Creation	

Add Item

Note that the defendant is 'Appointed- No Fee. If a defendant is approved with a fee, that information will be listed here. If you want to review/edit/re-calculate any data entered DO NOT proceed to generate documents. **SEE EDITING A SCREENING PROCEDURE*

- Generate Documents (1.9)
 - Click the document icon with the exclamation mark (top left)

2.0

The screenshot shows a software interface with a dark green header bar containing a search bar, the date 'Wednesday, August 25, 2021', and a dropdown menu for 'DUI TEST-2B-NO'. Below the header is a '2 Open Tasks' section with a table of tasks. The first task is 'Pretrial PD Screening' with a status of 'Unassigned' and '1 Results'. A red arrow points to the '1 Results' link. Below the tasks is a blue section for 'Exchange Case' titled 'DUI TEST-2B-NO' and 'TEST-CASE, JOHN DOE'. It includes details like 'Report #:', 'Age of Case: 9 Days', 'Misdemeanor Traffic', 'KRISTIN C O'SULLIVAN', and 'Last Event: Arraignment - 08/24/2021 1:30 PM'. There are also status indicators (ND, W, I, NP) and an 'Open' button.

Task	Due	Assigned	Results	Recv	From	Notes	Task List
Pretrial PD Screening	N	Unassigned	1 Results	9:29 AM	jatencio		
Pretrial PD Screening	N	Unassigned	1 Results	1:20 PM	jatencio		

- Click on '1 Results' for the most recent timeframe (2.0)
- Click the dropdown 'Generate DOF'
 - Confirm
- A '2 Results' indicator will appear (2.1)

2.1

The screenshot shows the same software interface as before, but the second task is now 'Get DOF Signed' with a status of 'Unassigned' and '2 Results'. A red arrow points to the '2 Results' link. The 'Exchange Case' section remains the same.

Task	Due	Assigned	Results	Recv	From	Notes	Task List
Pretrial PD Screening	N	Unassigned	1 Results	9:29 AM	jatencio		
Get DOF Signed	N	Unassigned	2 Results	2:02 PM	jatencio		

- Click '2 Results'
- Click on the dropdown 'Generate Notice of Determination'
 - Confirm

2.2

The screenshot shows the 'Case Summary' section of the software interface. It includes a 'Case Information' table with columns for Case Type, Case No., Police Report No., Status, and Filed. Below the table are expandable sections for 'Agency Numbers', 'Location', 'Case Status History', and 'Case Involvement'. A red arrow points to the 'Case Summary' button.

Case Type	Case No.	Police Report No.	Status	Filed
Misdemeanor Traffic	DUI TEST-2B-No		Open 08/16/2021	8/16/21 12:00 AM

- Click 'Case Summary' (2.2)

2.3

Type	Name	Address	Phone	Email	Attributes
Defendant	TEST-CASE, JOHN DOE	440 OAHU ST</br>RICHLAND, WA 99352	Message (999) 999- 9999		
> Assigned People					
> Charges					
> Court Events					
v Documents					
N					<div><div>Type</div><div>Create Date</div></div>
					<div>Charging - Citation</div> <div>08/16/2021</div>
	DUI TEST-2B-No ~ Warrant Fri Aug 20 11:37:57 PDT 2021				<div>Warrant of Arrest</div> <div>08/20/2021</div>
	DUI TEST-2B-No ~ Warrant Fri Aug 20 11:46:14 PDT 2021				<div>Warrant of Arrest</div> <div>08/20/2021</div>
	Determination of Financials: Wed Aug 25 14:02:52 PDT 2021				<div>Determination of Financials</div> <div>08/25/2021</div>
	Indigence - Notice of Determination - PD: Wed Aug 25 14:06:05 PDT 2021				<div>Indigence - Notice of Determination - PD</div> <div>08/25/2021</div>
	Indigence - Order Appointing PD - No Fee: Wed Aug 25 14:06:08 PDT 2021				<div>Indigence - Order Appointing PD - No Fee</div> <div>08/25/2021</div>
> Related Cases					
> Specialty Court					
?					

- Click the 'Documents' tab to reveal the dropdown menu (2.3)
 - Click on the magnifying glass icon to populate the DOF- PRINT
 - Click on the magnifying glass icon to populate the NOD- PRINT



SPOKANE MUNICIPAL INDIGENCY SCREENING APPLICANT INFORMATION

Case No: _____

☐ The applicant has been financially screened within 180 days and affirmatively represents no changes in his/her financial situation.

Last Name:	First Name:	MI:	Birthdate:
Address/Mail:	City:	State:	Zip:
Address/Physical:	City:	State:	Zip:

Are you receiving any type of Gov't Assistance? ☐ No ☐ Yes: ☐ Food Stamps ☐ TANF ☐ GAU ☐ Medicaid ☐ Poverty based SSI

Are you and/or your spouse/partner currently employed, either on a full, part time basis, including self-employed? ☐ No ☐ Yes

MARITAL STATUS: (check one) ☐ Single ☐ Married ☐ Divorced ☐ Separated ☐ Widowed

Persons you are legally obligated to support: ☐ Spouse ☐ Biological/Adopted/Step Children – No. of Children ____ Ages ____, ____, ____, ____

Name and relationship of people who live with you: _____

Employment Status: ☐ Unemployed ☐ Employed Occupation: _____ Current hourly wage: \$ _____ Weekly earnings: \$ _____

Employer Name & Address: _____

Employment Status: ☐ Unemployed ☐ Employed Occupation: _____ Current hourly wage: \$ _____ Weekly earnings: \$ _____

Employer Name & Address: _____

Spouse Employment: ☐ Unemployed ☐ Employed Occupation: _____ Current hourly wage: \$ _____ Weekly earnings: \$ _____

Spouse Employer Name & Address: _____

INCOME		EXPENSES	
Net Monthly Income (You)	\$	Basic Living Expenses (shelter, rent, mortgage)	\$
Net Monthly Income (Spouse)	\$	Utilities (electricity, gas, oil, water, sewer, garbage)	\$
Child Support / Alimony	\$	TOTAL LIVING EXPENSES	\$
SSI (non-poverty based)	\$	(use lowest figure from "other expenses or monthly allowance")	
Gov't Assistance (TANF, GAU, GAX, Food)	\$	OTHER EXPENSES	\$
Other Income (Unempl, Fin Aid, L&I, etc)	\$	NUMBER OF DETERMINED ALLOWABLE DEPENDANTS	
Native American Per Capita	\$	MONTHLY ALLOWABLE EXPENSES (from table)	
TOTAL NET INCOME	\$		\$
LIQUID ASSETS		CALCULATIONS	
Checking, Savings, Cash	\$	TOTAL NET INCOME	\$
Stocks, Bonds, Notes, Trusts	\$	TOTAL LIVING EXPENSES	\$
Equity in Real Estate over \$30,000	\$	Subtotal (subtract living expense from net income)	\$
Equity in Motor Vehicle over \$3,000	\$	MONTHLY ALLOWABLE EXPENSES (MAE)	\$
Value of Motor Vehicle #2	\$		
Personal Property over \$100	\$	Subtract MAE from Subtotal and use below	
TOTAL LIQUID ASSETS	\$	INDIGENCY BASIS TOTAL	\$

SWORN DECLARATION & NOTIFICATION

I do hereby certify (or declare) under penalty of perjury under the Laws of the State of Washington that the foregoing is true and correct (RCW9A.82.095). By my signature below, I authorize the court to verify all information provided herein. I further agree to immediately report any change in financial status to the court. I understand that if bail is imposed in this matter, or if my financial condition changes, I may request a redetermination.

Signed at Spokane, Washington this _____ day of _____, 201____. _____
Applicant Signature

FINDINGS (as determined by Federal Poverty Guidelines and the Public Defender Sliding Fee Scale)

☐ Indigent ☐ Not Indigent ☐ Indigent & able to contribute Assessment Fee (from tables) \$

Judge:

Date:

INDIGENCY SCREENING FORM – COURTROOM

REV 2020-09-03



City of Spokane
MEMORANDUM OF UNDERSTANDING
2021 CONFLICT AGREEMENT
BETWEEN
CITY OF SPOKANE
OFFICE OF THE PUBLIC DEFENDER AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with aailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year,

-- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client

continuity.

2. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.
- H. The County Public Defender may send up to six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's office according to the following schedule:

From January 1, 2021 thru December 31, 2021 the following shall apply:

Class C felonies to be paid at a total of \$1,200 per case;

Class B felonies to be paid at a total of \$1,400 per case; and

Class A felonies to be paid above \$1,400 on a case by cases basis upon agreement of the parties.

With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for the support person's use.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2021 through December 31, 2021, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-

work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc., or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 3/1/2021

DocuSigned by:

Nadine Woodward

Nadine Woodward
Mayor, City of Spokane

Dated: _____

Thomas Krzyminski, County Public Defender
Spokane County Public Defender's Office

Attest:

Approved as to form:

DocuSigned by:

DS

City Clerk

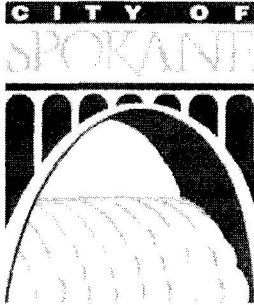
DocuSigned by:

Mike Piccolo

Assistant City Attorney



20-185



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **CONFLICT LEGAL COUNSEL FOR
CITY/COUNTY PUBLIC DEFENDER**

This Agreement is made and entered into by and between the **CITY OF SPOKANE (PUBLIC DEFENDERS)** as ("City"), a Washington municipal corporation, and **MARK CHARLES PROTHERO, ATTORNEY AT LAW**, whose address is 421 West Riverside Avenue, Suite 304, Spokane, Washington 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Firm shall provide conflict legal representation for the City of Spokane Public Defender's Office, in accordance the Scope of Work, which is attached as Exhibit B.

2. TERM OF AGREEMENT.

The term of this Agreement begins on March 1, 2021, and shall run through December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for the Firm's services under this Agreement shall not exceed **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**, at the rate of **FIFTY AND NO/100 DOLLARS (\$50.00) per hour with a cap of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1500.00) per case**, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Public Defender's Department, Administration Office, 824 North Monroe, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. The Firm shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Firm's sole responsibility to monitor and determine changes or the

enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The Firm shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Firm's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, the Firm shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. **DEBARMENT AND SUSPENSION.**

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

10. **AUDIT.**

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

11. **ASSIGNMENT AND SUBCONTRACTING.**

The Firm shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Firm shall incorporate by reference this Agreement, except as otherwise provided. The Firm shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Firm for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to the Firm's services will be the degree of skill and diligence normally employed by professional Firm performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Firm after the time the same

shall have become due nor payment to the Firm for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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 Agreement by having legally-binding representatives affix their signatures below.

MARK CHARLES PROTHERO
ATTORNEY AT LAW

By *Mark C Prothero* 3-16-21
Signature Date

Mark C Prothero
Type or Print Name

Attorney
Title

Attest:

Van Heflin
City Clerk

CITY OF SPOKANE

By *Nicholas E. Antvst* 3/19/21
Signature Date

Nicholas E. Antvst
Type or Print Name

Asst Public Def
Title

Approved as to form:

[Signature]
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Work



CITY OF SPOKANE:

Scott Simmons M21-059
Interim City Administrator


EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature 
Title of Certifying Official (Type or Print)	Date (Type or Print) 3-16-21 MARK C Prothero

Attachment B

SCOPE OF WORK

The Attorney shall provide the City with the following services:

- A. The attorney shall provide effective legal representation from the date of notice of assignment and including client contact and court orders for time cuts, medical treatment, work release etc., as may be requested by the client while serving a sentence received for charges while the Attorney represented the client. The Attorney shall not be responsible for subsequent new charges or probation violations unless a new assignment of the case is made by the Public Defender.
- B. The Attorney shall have personal contact with the incarcerated client within seventy-two (72) hours of written notice of assignment, and see clients in custody once a week during the course of representation until sentencing is ordered. The attorney shall attempt, to the best of his/her ability, to make personal contact with a client whom is not incarcerated on the same schedule.
- C. If the case goes to trial and defendant request an appeal be filed, all necessary documents to perfect the appeal must be prepared by the Attorney even if the Attorney is not going to handle the appeal. The Attorney on appeal shall be named specifically in the order of indigency.
- D. Extra expenses including investigator fees must be approved in advance by the Public Defender or presiding judge. If prior approval is not obtained for extra expenses, the Attorney will be responsible for their payment.
- E. The Attorney shall be a member in good standing with the Washington State Bar Association.
- F. The Attorney shall provide the Public Defender with a written notice of final disposition and a reasonably accurate statement of total hours spent on the case.
- G. Supervision of Rule 9 Interns in the performance of this Agreement shall be with prior approval of the Public Defender.
- H. The Attorney reserves the right to reject any case assignment.
- I. Complaints by the Attorney, court, prosecutor or client shall be referred to the Public Defender who will, if necessary, engage other counsel.
- J. The Attorney shall cooperatively and freely participate in any monitoring for evaluation purposes conducted by the Public Defender that are pertinent to the intent of this Agreement.
- K. The Attorney shall file with the court quarterly certifications that the Attorney shall not accept an excessive caseload, taking into consideration a pro rata share of public defender cases.

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:


FRANCIS ADEWALE
WSBA #30089

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6-3-21
(for Third Quarter, 2021)

 [sign]
FRANCIS ADEWALE [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:


NICK ANTUSH
WSBA #24076

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
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 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/3/21
(for Third Quarter, 2021)

 [sign]
NICK ANTUSH [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

JAZMYN CLARK
WSBA #48224

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/8/21
(for Third Quarter, 2021)

 [sign]
JAZMYN CLARK [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:


BRIDGET CONDON
WSBA #29296

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/2/21
(for Third Quarter, 2021)

 [sign]
BRIDGET CONDON [print]
Assistant Public Defender
City of Spokane Public Defender's Office

IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON

CERTIFICATION BY:


GERHARD DUNLAP
WSBA #21477

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/2/21
(for Third Quarter, 2021)

 [sign]
GERHARD DUNLAP [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

CHRIS EDWARDS
WSBA #29965

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/3/21
(for Third Quarter, 2021)


_____[sign]
CHRIS EDWARDS [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:


MICHAEL ELSTON
WSBA #25710

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6-2-21
(for Third Quarter, 2021)

 [sign]
MICHAEL ELSTON [print]
Assistant Public Defender
City of Spokane Public Defender's Office

IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON

CERTIFICATION BY:

MICHIKO FJELD
WSBA #37174

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/8/21
(for Third Quarter, 2021)

 [sign]
MICHIKO FJELD [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:


DAN GREEN
WSBA #20620

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/9/21
(for Third Quarter, 2021)

 [sign]
DAN GREEN [print]
Assistant Public Defender
City of Spokane Public Defender's Office

☐ SUPERIOR COURT ☐ JUVENILE DEPARTMENT
☐ DISTRICT COURT ☒ MUNICIPAL COURT
FOR
☒ CITY OF ☐ COUNTY OF SPOKANE,
STATE OF WASHINGTON

☐ No.: _____

☒ Administrative Filing

CERTIFICATION BY:

CHELSEY ANNE HEINDEL, WSBA #47815

FOR THE:

[1ST, 2ND, 3RD, 4TH] CALENDAR QUARTER OF 2021

CERTIFICATION OF APPOINTED
COUNSEL OF COMPLIANCE WITH
STANDARDS REQUIRED BY CrR 3.1
/ CrRLJ 3.1 / JuCR 9.2

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that :
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigative services as appropriate, in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. [Effective October 1, 2013 for felony and juvenile offender caseloads; effective January 1, 2015 for misdemeanor caseloads: I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the case counting and weighting system applicable in my jurisdiction.]
 - e. **Case Specific Qualifications:** I am familiar with the specific case qualifications in Standard 14.2, Sections B-K and will not accept appointment in a case as lead counsel unless I meet the qualifications for that case. [Effective October 1, 2013]



Signature, WSBA# 47815

06/03/2021

Date

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

ALEX HOWIE
WSBA #51173

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 95 % of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6.3.2021
(for Third Quarter, 2021)

 [sign]
Alex Howie [print]
Assistant Public Defender
City of Spokane Public Defender's Office

IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON

CERTIFICATION BY:


DUSTIN HOWIE
WSBA #54892

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6-3-21
(for Third Quarter, 2021)

 [sign]
DUSTIN HOWIE [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:


CYNTHIA JAEGER
WSBA #18386

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6-8-21
(for Third Quarter, 2021)

 [sign]
CYNTHIA JAEGER [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

TRAVIS JONES
WSBA #37910

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6-3-21
(for Third Quarter, 2021)

Travis Jones [sign]
TRAVIS JONES [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

BOB KING
WSBA #28843

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6-2-21
(for Third Quarter, 2021)

 [sign]
BOB KING [print]

Assistant Public Defender
City of Spokane Public Defender's Office

28843

IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON

CERTIFICATION BY:


KATHERINE S KNOX
WSBA #11414

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/4/21
(for Third Quarter, 2021)

 [sign]
KATHERINE S KNOX [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:


KEVIN LATHIM
WSBA #49577

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
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 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/4/2021
(for Third Quarter, 2021)

 [sign]

KEVIN LATHIM [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

JENNIFER PENCE
WSBA #34184

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
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 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 10/2/21
(for Third Quarter, 2021)

JENNIFER PENCE [sign] [print]
Assistant Public Defender
City of Spokane Public Defender's Office

IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON

CERTIFICATION BY:


BRIAN RAYMON
WSBA #28846

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/3/21
(for Third Quarter, 2021)


_____[sign]
BRIAN RAYMON [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

RIK WALLIS
WSBA #27146

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
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 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 2 JAN 21
(for Third Quarter, 2021)

 [sign]
RIK WALLIS [print]
Assistant Public Defender
City of Spokane Public Defender's Office

**IN THE MUNICIPAL COURT OF THE CITY OF SPOKANE COUNTY
IN SPOKANE COUNTY, STATE OF WASHINGTON**

CERTIFICATION BY:

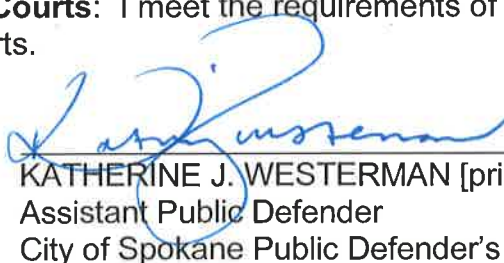
KATHERINE J. WESTERMAN
WSBA #53043

**Certification of Appointed Counsel
of Compliance with Standards
Required by CrRLJ 3.1 For Third
Quarter, 2021**

The undersigned attorney hereby certifies:

1. Approximately 100% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as appropriate in compliance with Standard 6.1.
 - d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases. I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, and taking into account the case counting and weighting system applicable in my jurisdiction. I understand that caseload standards for misdemeanors and gross misdemeanors are 300 case-weighted or 400 straight count per attorney per year.
 - e. **Category of Cases/Specialty Courts:** I meet the requirements of Standard 14.2(P) regarding specialty courts.

Date : 6/10/2021
(for Third Quarter, 2021)

 [sign]
KATHERINE J. WESTERMAN [print]
Assistant Public Defender
City of Spokane Public Defender's Office

Briefing Paper

[Public Safety & Community Health Committee]

Division & Department:	Public Works, Wastewater Dept.
Subject:	Water Quality grant for Education and Outreach
Date:	10/4/2021
Author (email & phone):	Trey George jgeorge@spokanecity.org 625-7908
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Marlene Feist
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)	Centennial Clean Water Program Grant Clean Water Act Section 319 Program Grant
Strategic Initiative:	Environmental Compliance
Deadline:	October 12, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Submit Centennial Clean Water Grant or Clean Water Act Section 319 Program grant application to Ecology
<p><u>Executive Summary:</u></p> <p>The Washington State Department of Ecology offers the Centennial Clean Water Program Grant and Clean Water Act Section 319 Program Grant for funding to municipalities. The grant applications are due October 12, 2021. The application from the City of Spokane is for a proposed multi-media messaging campaign to be performed locally with some regional extension beyond the boundaries of the City. The goal of the campaign is to develop a regional awareness of the opportunities for the community to participate with the in management of stormwater that focuses on the mechanics of the storage and treatment of stormwater, the responsibilities of private and commercial property owners, and the benefits that stewardship will realize for the Spokane River and Spokane Valley-Rathdrum Prairie Aquifer. The proposed Spokane region stormwater education and outreach project will consist of several multi-media formats, to include municipal websites, social media, mobile signage, traditional ad spaces, and radio.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: water quality grant</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: NA</p> <p>Known challenges/barriers: NA</p>	

Briefing Paper

(Public Safety & Community Health)

Division & Department:	Municipal Court
Subject:	AMS Contract Extension for Electronic Monitoring
Date:	October 4, 2021
Contact (email & phone):	mdiamond@spokanecity.org / 509-622-5806
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Michael Ormsby
Committee(s) Impacted:	Public Safety & Community Health
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 Plan – Safe & Healthy
Strategic Initiative:	Advance public safety through criminal justice reform
Deadline:	9/1/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Will secure a two year contract extension with AMS for continued electronic monitoring services in support of the jail alternative approach for pre and post-sentence individuals.
<p>The Spokane Municipal Court and Alcohol Monitoring Systems, Inc. entered into a contract for Electronic Monitoring, a jail alternative to incarceration, on August 22, 2018. The probation department entered into an agreement to phase out of probation's former EM equipment vendor, WASPC/BI, with the latest generation of EM equipment (Alcohol Monitoring and GPS). The change in vendors provides improved software interface, alcohol monitoring services, and will save the City approximately \$125,000 annually in electronic monitoring costs compared to WASPC/BI. This program is heavily utilized by the Court as a sentencing alternative and costs the City as low as \$3.67 per day per offender versus the costs associated with jail incarceration (approximately \$133/day). In August, 2019 the first one-year renewal of the AMS agreement increased the expenditure line to \$264,000.00 as the utilization of jail alternatives, specifically Electronic Monitoring, has increased in both pretrial and post-conviction orders.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • The 2021 average daily population of the probation departments' electronic monitoring program is 91. • Electronic Monitoring is a cost saving approach to both pre- and post-trial detention and monitoring which improves community safety and lowers jail costs to the City. • Continued provision of \$264,000 in Jail Alternative Fund for EM services. 	
<p><u>Budget Impact: No impact</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Jail Alternative Fund</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

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: Will require a new procurement process in 2022 to secure a new contract for electronic monitoring before the listed end date of August 31, 2023.

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Clean Energy Contract Renewal
Date:	October 4, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tonya Wallace
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)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to renew the contract for the Maintenance and Operation of the Compressed Natural Gas Fueling Facility. This is renewal 1 of 2. Yearly cost is \$250,000.00, including tax.	
Executive Summary: <u>Impact</u> This contract will provide the required maintenance, 24hr monitoring and support of the facility to ensure safe, reliable operation. <u>Action</u> We recommend approval for the contract renewal 1 of 2 of the Maintenance of the Compressed Natural Gas Fueling Facility contract. <u>Funding</u> Funding for this renewal is included in the Fleet Operational Budget.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Sole Source Resolution for Purchase of Vacuum Assembly
Date:	October 4, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tonya Wallace
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)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: The Vac-Con trucks have needed replacement of the vacuum assemblies, which have malfunctioned. These assemblies are about \$31,000 and can only be purchased through Vac-Con. This resolution will allow us to purchase the assemblies from the manufacturer so the units can be repaired and placed back in service.	
Executive Summary: We recommend approval of this resolution which will allow Fleet to purchase the vacuum assemblies so that the units can be repaired and placed back into service. Funding for this renewal is included in the Fleet Operational Budget.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Installation of Radio and Electrical Equipment Contract Renewal
Date:	October 4, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tonya Wallace
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)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to renew the Installation of Radio and Electrical Equipment Contract with Racom Corporation for one year, using IRFP #5153-20. This is renewal 2 of 4. Yearly expenditure is \$150,000.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Installation of Radio and Electrical Equipment contract will provide timely commissioning of City vehicles. <u>Action</u> <ul style="list-style-type: none"> Recommend approval of a renewal contract for Installation of Radio and Electrical Equipment. <u>Funding</u> <ul style="list-style-type: none"> Funding for this contract is in the Fleet department's budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Safety, Police Department
Subject:	Police Jumpsuits Value Blanket
Date:	September 23, 2021
Author (email & phone):	Michelle Loucks, dloucks@spokanepolice.org 625-4055
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Jennifer Hammond
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)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to renew uniform contract with Gall's # 2018-0526 for 2021 and 2022. Estimated average amount of \$100,000.00 annually.
<p><u>Background/History:</u> On May 7, 2018, RFP #4463-18 was sent out to multiple firms to provide Police uniforms and service including the fitting, alteration, repair and inventory of new and replacement uniforms. Gall's LLC won the bid to provide uniforms and service to the department for 3 years with an option to purchase from the company for an additional two years. Approval of 2021 and 2022 will be the final renewals on this contract.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Renewal of the uniform contract will provide police officers with essential duty gear. Recommend approval of renewal of the contract for 2021 and 2022 Funding for this contract is in the police department's budget. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

FINANCE AND ADMINISTRATION

Division & Department:	City Council								
Subject:	Asset Capital Fire								
Date:	9-21-21								
Contact (email & phone):	Michelle Murray mmurray@spokanecity.org 509-625-6320								
City Council Sponsor:									
Executive Sponsor:	Tonya Wallace								
Committee(s) Impacted:	Public Safety Committee								
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 fund 2021 Fire Capital purchases to equip purchased brush rigs and secure a pediatric care system.								
Background/History:									
<p><u>Executive Summary:</u></p> <p>Since 2014 the Police and Fire Capital Program has been funded by a series of SIP Loans that were funded on an annual basis for capital purchases in the six year capital plan. In 2021 there was no SIP Loan issued for 2021 capital purchases leaving them in unfunded status. This SBO would allow Fire Capital funds to use unappropriated reserves from the General Fund that have accumulated in the Asset Management Capital fund for the purpose of debt service and capital purchases.</p> <p>This additional amount along with the previously approved SBO does not exceed Fire's proportionate share of the 3.4 million in reserves that were available for capital purchases.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Fire's proportionate share</td> <td style="text-align: right;">\$ 1,702,734</td> </tr> <tr> <td>Less previously approved</td> <td style="text-align: right;">\$ 1,295,188</td> </tr> <tr> <td>Current Request</td> <td style="text-align: right;"><u>\$ 128,512</u></td> </tr> <tr> <td>Remaining</td> <td style="text-align: right;">\$ 279,034</td> </tr> </table>		Fire's proportionate share	\$ 1,702,734	Less previously approved	\$ 1,295,188	Current Request	<u>\$ 128,512</u>	Remaining	\$ 279,034
Fire's proportionate share	\$ 1,702,734								
Less previously approved	\$ 1,295,188								
Current Request	<u>\$ 128,512</u>								
Remaining	\$ 279,034								
<p><u>Budget Impact:</u></p> <p>TOTAL COST:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>									
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>									

ORDINANCE NO _____

An ordinance amending Ordinance No. C-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 \$ 128,512.
- (A) \$ 128,512 of the increased appropriation is transferred from the Asset Management Capital to the Asset Management Fire 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 \$ 128,512.
- (A) Of the increased appropriation \$ 128,512 is a transfer from Asset Management Capital fund.
- (2) Increase appropriation by \$ 128,512
- (B) Of the increased appropriation \$ 128,512 is provided solely for capital expenditures related to Fire.

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 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

Fire Additional Ci

2 Brush Rigs
Euiipment

Pediatric Equip.

Capital Needs for equipping brush rigs and pediatric equipment

Description

LED Emergency and Scene Lighting packages, they were delivered with minimal signal devices

BK Portable Radios (6 Package)

BK Mobile Radio KNG-MxxxR APCO P25 (2) with installation

Flir Infrared Camera (4 total)

Garman GPS (2)

LED rechargeable/portable night stick scene lights (4)

Tiger Supplies High Pressure Wildland Pump (2)

Kestrel 5500 Wildland Weather (2)

Anchor Industries Wildland Shelters (6)

1" Wildland Hose for both units (4000')

Nozzles and hose accessories (both units)

Chainsaws and Chains (2)

Hand Tools (both units)

Subtotal

Sales Tax

Total including sales tax

HandiTevy Pediatric Care System

Shipping

Subtotal

Sales Tax

Total including sales tax

Total Needs

Quantity	Estimated Cost	Total Cost
2 \$	8,700.00	\$ 17,400.00
6 \$	3,084.83	\$ 18,509.00
2 \$	6,063.00	\$ 12,126.00
4 \$	1,114.27	\$ 4,457.08
2 \$	399.95	\$ 799.90
4 \$	122.95	\$ 491.80
2 \$	4,511.92	\$ 9,023.84
2 \$	329.00	\$ 658.00
6 \$	699.00	\$ 4,194.00
2 \$	4,104.90	\$ 8,209.80
2 \$	1,180.00	\$ 2,360.00
2 \$	1,606.00	\$ 3,212.00
2 \$	1,086.45	\$ 2,172.89
		<u>\$ 83,614.31</u>

9.00% \$ 7,525.29
\$ 91,139.60 (a)

1 \$ 33,348.00
\$ 937.85
\$ 34,285.85
9.00% 3,085.73
\$ 37,371.58 (b)

\$ 128,511.17 (a)+(b)



BRIAN SCHAEFFER
FIRE CHIEF

September 21, 2021

To: PSCHC
From: Lance Dahl, Fire Marshal
Re: Change to SMC 17F.080.010 Fire Department access road distance requirements

Overview

With the existing housing shortage, there is a significant need for new single-family homes and accessory dwelling units to be constructed on existing properties. The current Fire Code requires that all points around the buildings be within 150 feet of an approved setup location for fire apparatus. This requirement has limited construction on some lots in the City or required alternative methods (such as residential fire sprinklers) to allow the construction to occur.

We are recommending a Fire Code change to the SMC to address fire apparatus access issues for single-family/duplex lots and outbuildings (typically garages and ADU's). As the Fire Code Official, the Exceptions in this section allow me to increase these distances within reason. When I refer to the Fire Code Commentary, the 150 feet has been adopted as the national standard because most Fire Departments have a standard fire hose pre-connect length of 150 feet. In the last 5-7 years, all of the City of Spokane's fire Engines and trucks have been upgraded and have one pre-connect of 200 feet as a standard. Most of our fire engines have two of these standard 200-foot pre-connect hoses to use for immediate firefighting when arriving at a fire. After discussion with the Executive Fire staff, we have agreed that we as a Fire Department can increase this distance to 200 feet in our SMC and then increase the distance by 20% to 240 feet for fully fire sprinklered buildings. This change would allow 95% of lots in the City to be compliant if an owner wanted to add an ADU or a garage to their lot.

Spokane Municipal Code change

- **503.1.1 Buildings and facilities.** Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200 feet (60 960 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
- **Exceptions:**
- 1. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 the distance shall extend to 240 feet.

Department Recommendation

Adopt the new distance requirements as recommended by the Fire Code Official.

ORDINANCE NO. C - _____

An ordinance relating to the fire code; amending SMC section 17F.080.010.

The City of Spokane does ordain:

Section 1. That SMC section 17F.080.010 is amended to read as follows:

Title 17F Construction Standards

Chapter 17F.080 Fire Code

Section 17F.080.010 Adoption of International Fire Code

- A. The Washington State current amended edition of the International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Fire Code:

- 1. Section 101.1 is modified to read as follows:

- a. Title.

These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as “this code.”

- 2. Section 109.4 is modified to read as follows:

- a. Violation Penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be subject to the provisions of [chapter 1.05 SMC](#).

- 3. Section 112.4 is modified to read as follows:

a. Failure to Comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties identified in [chapter 1.05 SMC](#).

4. IFC Sections ((~~503.1.1,~~) 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 are adopted as published. Section 503.1.1 is adopted and revised as follows:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200 feet (60 960 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 the distance shall extend to 240 feet.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
3. There are not more than two Group R-3, IRC, or Group U occupancies.
4. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

5. Chapter 56 is amended with [chapter 10.33A SMC](#).

6. Section 903.2.11.5 is revised to read:

- a. A wet chemical suppression system shall be installed in a commercial kitchen exhaust hood and duct system to meet the compliance of Section 904.

7. Section 904.2.2 is revised to read:

- a. Each required commercial kitchen exhaust hood and duct system required by Section 609 to have a Type 1 hood shall be protected with a wet chemical suppression system installed in accordance with this code.

8. Section 904.12.

Replace the first paragraph and the five types to read:

- a. 904.12 – Commercial Cooking Systems.

The automatic fire extinguishing system for commercial cooking systems shall be a wet-chemical type system. The wet-chemical system shall be tested in accordance with UL 300 and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing, and the manufacturer's installation instructions. Wet-chemical extinguishing systems shall be installed in accordance with NFPA 17A.

9. Section 904.12 – Exception; Section 904.12 Items 1, 2, 3, 4, and 5; Section 904.12.3; Section 904.12.4 are not adopted.

10. Section 905.1 – Add the following to end of the paragraph:

Class II and Class III standpipes are not allowed for new standpipes in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).

11. 906.1.

Add exception to read as follows:

- a. Portable fire extinguishers are not required for residential buildings that do not have an interior or exterior common space.

12. Section 1011.14.

Remove “and for access to unoccupied roofs” from last sentence.

13. Section 1011.12

Remove “alternating tread device,” from exception.

14. Section 1023.9.

Revise the second sentence to read as follows:

“ . . . the story of, the number of floors above grade (if it is different from the story number), and the direction . . . ”

15. Section 5704.2.9.6.1 Modify to read:

“outside of buildings shall be in accordance with table 5705.3.4(2)

16. Section 5706.2.4.4 Modify to read:

Remove the last part of the last sentence: outside of buildings shall be in accordance with table 5705.3.4(2)

17. Section 5806.2 Modify:

Remove the last part of the last sentence: outside of buildings shall be in accordance with the requirements of the Authority Having Jurisdiction

18. Section 6104.2.

Remove the last part of the last sentence: “(Jurisdiction to specify)”.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

(Public Safety & Community Health)

Division & Department:	Municipal Court
Subject:	ESB 5476 Therapeutic Courts Grant Funding
Date:	October 4, 2021
Contact (email & phone):	hdelaney@spokanecity.org / 509-625-4400
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Michael Ormsby
Committee(s) Impacted:	Public Safety & Community Health
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 Plan – Safe & Healthy
Strategic Initiative:	Advance public safety through criminal justice reform
Deadline:	11/1/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Will address ESB 5476 changes within RCW 10.31.110 and 2019 c 326 s 3 and 2019 c 325 s 5004 effectively outlining changes in the justice systems approach in the contact and engagement of individuals facing substance use or other behavioral need issues.

Background/History:

On February 25, 2021, the Washington Supreme Court struck down the state's main drug possession crime in *State v. Blake*. The ruling meant there is no state law making simple possession of drugs a crime unless the legislature recriminalized it, which was done via passage of ESB 5476. The criminal changes, making possession crimes misdemeanors with mandatory diversion to services for at least the first two occasions, is in effect until July 1, 2023.

The Administrative Office of the Courts (AOC) has released a funding opportunity for Eastern Courts to fund a Therapeutic Court approach to address ESB 5476. The Court is coordinating effort amongst justice partners to submit a grant application on, or before, September 28, 2021. Funding from AOC will be dedicated to develop and launch a Municipal Drug Court (Behavioral Health Court) in the first quarter of 2022. The Behavioral Health Court will be designed to address the changes in ESB 5476 and will be the highest level of case management and monitoring available for those individuals suffering from substance abuse disorders. The creation of a Behavioral Health Court will provide several avenues of community based and legal based methods of initiating treatment services for those affected by illicit substances and/or behavioral health needs. The Behavioral Health Court will provide additional participant support by way of cell phone and transportation assistance, transitional housing assistance, drug testing support, and case management to overcome identified barriers and criminogenic needs.

Individuals who are unsuccessful in the community referral for treatment services may then be eligible for pre-/post-filing diversions through a Therapeutic Court model with higher level of monitoring and case management to assist individuals coping with substance use and/or behavioral need issues. The increased level of case management and supervision will be appropriate based upon the number of law enforcement contact, substance use disorder needs, and the risk and need levels of the individuals in a graduated approach to care model. The AOC grant may need additional support by the City in the approach and navigation services for program participants. The enhanced program will reduce the utilization of the jail for the outlined charges and increase the referral rate and compliance rate of treatment services.

Executive Summary:

- Review Municipal Code 10.15 to ensure the City has the necessary law and capacity to address the ESB 5476 changes in diverting drug possession to treatment agencies/courts.
- Police first contact with eligible community members will follow a designated referral pathway in lieu of criminal citation until third contact with the individual.

Budget Impact: No 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: Amend City ordinances involving criminal possession of controlled substance and paraphernalia.

Known challenges/barriers: Multi-agency involvement including development of new position roles and responsibilities and department policies.

Briefing Paper (Public Safety & Community Health)

Division & Department:	Municipal Court
Subject:	SBO – Office Supplies
Date:	October 4, 2021
Contact (email & phone):	hdelaney@spokanecity.org / 509-625-4400
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" 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 Plan – Safe & Healthy
Strategic Initiative:	Advance public safety through criminal justice reform
Deadline:	10/15/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Will allow Municipal Court to obtain necessary office supplies for standard and Therapeutic Court operations through 12/31/2021.
<p>Background/History: <i>As part of the 2021 COVID 19 budget conservation exercise the Court significantly reduced its M&O budget line items, including office supplies.</i></p> <p>The demands of ongoing operations make the reduced budget for office supplies untenable from an operations standpoint given there are three months left in the year and our budget for office supplies is exhausted.</p>	
<p>Executive Summary:</p> <p>The Court requires additional funds for office supplies to allow its mail operations and therapeutic courts to have the supplies necessary for seamless operations through the end of 2022. The Court has a significant amount of salary savings in 2022, based upon vacancies occurring from resignations, promotions, and retirements.</p>	
<p>Budget Impact: No impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

ORDINANCE NO _____

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

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

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

The City of Spokane does ordain:

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

FROM:	0560-13100-12500-00120-99999	General Fund	<u>\$ 14,000</u>
TO:	0560-13100-12500-53101-99999	General Fund	<u>\$ 14,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to supplement the office supplies budget to allow the Court to effectively operate until the end of the year, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Neighborhood and Business Services, Code Enforcement
Subject:	New consultant contract with Community Champions for electronic foreclosure registry.
Date:	September 17, 2021
Contact (email & phone):	Jason Ruffing, Enforcement Supervisor jruffing@spokanecity.org 509.625.6529
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Finance and Administration, Public Safety and Community Health, Urban Experience
Type of Agenda item:	Consent X Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The registry is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.
Strategic Initiative:	Safe and Healthy, Urban Experience
Deadline:	October, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	The outcomes of this contract are the maintenance and operation of a website database that provides lender, servicer, and property preservation company information and contacts directly to City staff. The availability of this information is vital to Code Enforcement and Building Official processes. The database also allows violations to be posted to a property digitally, and monthly monitoring inspections are documented on the site. Community Champions also reaches out to the known mortgage servicers to facilitate property registrations and provides customers support.
<p>Background/History: The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. The annual registration fee is paid by the mortgagee (loan servicer, trustee, etc.) not the mortgagor. The cloud-based electronic registry implements SMC 17F.070.520 through outreach to lienholders with registration requirements and documents, fee collection, remits city portion of fees, maintains the database, etc... Since the implementation of this foreclosure registry database in 2016, the registry data has been very useful to Code Enforcement and other City staff, such as Spokane Police, Fire, and Utilities. Spokane Police and Dispatch use this information for contact and notification purposes as well as background information for investigations. Code Enforcement posts violations through this site and has access to very valuable contact information. The registry usually averages in the 200-300 range for total registered properties at any given time. Many of these properties are in the Building Official hearing process for substandard conditions.</p>	

Executive Summary:

- *This is a new contract with ProChamps following their selection as the successful proposal by the Request for Proposal Committee for RFP 5425-21.*
- *The registry has been of great use in improving communication and notification processes for violations with lenders, servicers and property preservation companies.*
- *The intent of the registry is to catch foreclosure properties early, before the asset becomes devalued through deterioration or destruction of building systems. This can greatly reduce public safety hazards and adverse impacts to the surrounding neighborhood.*
- *City staff has worked with ProChamps for a number of years and their staff has been available for conference calls to discuss updates or changes to the website and has provided customer service to city staff and lending industry staff.*
- *The registry and monitoring of these properties will continue to be funded by the annual per property registration fee, which is paid by lenders. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring required by the SMC, and city administration of the program. The monthly monitoring inspections are conducted by Code Enforcement staff.*

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: The registry is revenue generating for the City. The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring required by the SMC , and city administration of the program.

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

Finance Committee

Division & Department:	Spokane Police Department
Subject:	WA Dept. of Commerce Less-Than-Lethal RFP
Date:	09/20/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Chief 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)	
Strategic Initiative:	
Deadline:	October 15 th , 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to apply for grant funding through the Department of Commerce for less-than-lethal police equipment.
Background/History:	
<p>Executive Summary: The Washington State Department of Commerce initiated a request for proposals from Washington law enforcement agencies to procure and distribute less-than-lethal equipment to Washington state peace officers. SPD would like to submit a proposal to obtain funding to replace some of the less-than-lethal devices that are now prohibited under the new police reform legislation (ESHB 1054/RCW 10.116.040).</p>	
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:	



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 19-31440-1

NOTE:

Revision to the RFP. *In the event it becomes necessary to revise any part of this RFP, amendments will be posted on the Agency page as described herein. Interested applicants are responsible for checking the [Agency page](#) for any amendments prior to submitting an application. COMMERCE reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.*

Questions. *Questions about this RFP must be submitted to the RFP Coordinator via email between September 17, 2021 and October 12, 2021 at 2:00 pm PST. COMMERCE will periodically post answers to the Agency page and will develop a final Q&A Document to be posted on the Agency page no later than October 13, 2021. For this purpose, the published questions and answers shall be provided as an addendum to the RFP.*

PROJECT TITLE: Less-Than-Lethal Equipment

LETTER OF INTENT DUE: September 29, 2021 at 5:00 pm, PST

PROPOSAL DUE: October 15, 2021 at 5:00 pm, PST

ESTIMATED TIME PERIOD FOR CONTRACT: November 15, 2021 – June 30, 2022

APPLICANT ELIGIBILITY: This procurement is open to those law enforcement agencies, or consortia of law enforcement agencies, that satisfy the minimum qualifications stated herein.



CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Applicant
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Workers' Rights Certification
 - C. Federal Eligibility Package
 - D. Service Contract with General Terms and Conditions

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce, hereafter "COMMERCE," is initiating this Request for Proposals (RFP) to solicit proposals from law enforcement agencies, or consortia of law enforcement agencies, interested in participating in a project to procure less-than-lethal equipment for distribution to peace officers within their jurisdictions.

COMMERCE intends to award multiple contracts to law enforcement agencies or consortia of law enforcement agencies across the state to procure and distribute less-than-lethal equipment as described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

To enable the procurement and distribution of certain less than lethal equipment by law enforcement agencies that demonstrate need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#).

Any peace officer with access to less-than-lethal equipment purchased under this RFP shall receive training in the use of the equipment before the equipment is used by that peace officer.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Law enforcement agency, or consortium of law enforcement agencies, operating under the laws of the state of Washington, and demonstrating need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#).
- Eligible to receive grant funds passed to the Department of Commerce by the United States Department of Justice.

1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$1,000,000 for this project.

COMMERCE intends to award multiple contracts to provide the services described within this RFP. Selected grantees will receive grants not to exceed \$200,000 for the period of performance.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 15, 2021 and to end on June 30, 2022. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor: The Applicant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Applicant: Law Enforcement Agency operating under the laws of the State of Washington interested in the RFP and which submits a proposal in order to attain a contract with the AGENCY.

Contractor: Law enforcement agency, or consortia of law enforcement agencies, whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

COMMERCE or AGENCY: The Department of Commerce is the agency of the state of Washington issuing this RFP.

Law Enforcement Agency: For purposes of this RFP, "law enforcement agency" shall have the meaning set forth in RCW [10.116.010](#).

Peace Officer: For purposes of this RFP, "peace officer" shall have the meaning set forth in RCW [10.116.010](#).

Proposal: A formal offer submitted in response to this solicitation.

Request for Proposals (RFP): Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the Applicant community to suggest various approaches to meet the need at a given price.

Less Than Lethal Equipment: For purposes of this RFP, less than lethal equipment includes:

- Conducted Energy Weapon A conducted energy weapon that provides longer range capabilities than previous models, as well as additional features such as warning arc, dual lasers, or multiple applications with one cartridge. Models must have a data management system that includes storage and download functions;
- Shield A lightweight ballistic shield that can be utilized with other less lethal alternatives to protect the officer and/or subdue a suspect;
- Kevlar Tether Device A handheld remote device that discharges a Kevlar tether to entangle the subject at a range of 10-25 feet; and/or
- Compressed Air Less Lethal Launcher A compressed air less lethal launcher that does not meet the definition of "firearm" under Washington law and utilizes ammunition that meets the requirements of RCW [10.116.040](#).

1.7 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR POTENTIAL APPLICANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Applicant and COMMERCE upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Abigail Snyder
E-Mail Address	abigail.snyder@commerce.wa.gov
Phone Number	360-515-6205

Any other communication will be considered unofficial and non-binding on COMMERCE. Applicants are to rely on written statements issued by the RFP Coordinator, INCLUDING Questions and Answers posted on the [Agency page](#). *Communication directed to parties other than the RFP Coordinator may result in disqualification of the Applicant.*

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	September 17, 2021
Question & Answer Period	September 20 - October 12, 2021
Letter of Intent Due	September 29, 2021
Final Q&A Document posted no later than	October 13, 2021
Proposals Due	October 15, 2021
Evaluation of Proposals	October 15-21, 2021
Announcement of "Apparent Successful Contractors." Notification sent via e-mail to unsuccessful applicants.	October 22, 2021
Debriefing conferences (if requested)	October 26-November 2, 2021
Negotiate contracts	November 3-12, 2021
Federal Eligibility Package Due	November 15, 2021
Begin contract work	November 15, 2021

COMMERCE reserves the right to revise the above schedule.

2.3 LETTER OF INTENT REQUIRED

A potential Applicant's Letter of Intent must be received by the RFP Coordinator by 5:00 PST on the date specified in Section 2.2. **Proposals received from bidders who did not timely submit a Letter of Intent will be disqualified** under this RFP. Potential Applicants who submit a Letter of Intent are not bound by it and may choose not to submit a proposal without penalty. Letters of Intent submitted via or in the body of an email must be clearly identified in the subject line of the email message as a "Letter of Intent – less-than-lethal equipment". The body of the email or attached letter must:

- a. Clearly identify the Applicant's organization, spelling out any abbreviation or initials.
- b. State that the email or letter is a Letter of Intent for the "Less-than-Lethal Equipment RFP," RFP number 19-31440-1.
- c. Identify the Applicant's organization's contact person, title, email address, and phone number.
- d. Identify any other organizations if the Applicant is a multi-agency consortium.

2.4 SUBMISSION OF PROPOSALS

HARD COPY OR FAX PROPOSALS NOT ACCEPTED:

Hardcopy proposals or proposals transmitted using facsimile will not be accepted. Proposals must be submitted via email.

ELECTRONIC PROPOSALS:

The proposal must be **received by the RFP Coordinator** no later than 5:00 p.m. PST. Receipt time is deemed to be the email's receipt as logged by Commerce's email system.

Proposals must be submitted electronically as an attachment to an email to the RFP Coordinator, at the email address listed in Section 2.1. Attachments to email shall be in Microsoft Word format or PDF. Links to documents embedded in an Application/attachment will not be considered. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned or electronic signature of the individual within the organization authorized to bind the Applicant to the offer. COMMERCE does not assume responsibility for problems with Applicant's email. If COMMERCE email is not working, appropriate allowances will be made.

Applicants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration**, unless COMMERCE email is found to be at fault at COMMERCE's sole discretion. Requests for deadline extensions will not be granted. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. All proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," COMMERCE will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the Agency page, located at <https://www.commerce.wa.gov/serving-communities/public-safety/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be also placed on the [Agency page](#).

Interested applicants are responsible for checking the [Agency page](#) for any amendments prior to submitting an application.

COMMERCE also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by COMMERCE from the due date for receipt of proposals.

2.8 COMPLAINT PROCESS

Applicants may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the proposal due date. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFP coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFP coordinator will respond to the complaint in writing. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

COMMERCE also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Applicant can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact an Applicant for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Applicant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.11 CONTRACT GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit C. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFP, travel to or conduct of a presentation, or any other activities related to responding to this RFP

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or COMMERCE to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

COMMERCE reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.17 INSURANCE COVERAGE

Upon request, the Contractor is to furnish COMMERCE with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to COMMERCE within fifteen (15) days of a request by COMMERCE for a copy of a Certificate of Insurance. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit C.

3. PROPOSAL CONTENTS

ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically (by email) to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Cost Proposal
4. Workers' Rights Certification (Exhibit B to this RFP)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Applicant in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Applicant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Applicant and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and email address of legal entity with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (Sheriff, Police Chief, Treasurer, Chair of the County Commissioners, Mayor, City Manager, etc.)
- C. DUN and Bradstreet Number (DUNS Number), Federal Employer Tax Identification number, Washington Uniform Business Identification (UBI) number, and Statewide Vendor Number issued by the state of Washington Department of Revenue.
- D. Location of the facility from which the Applicant would operate.
- E. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Applicant's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. **Project Approach/Methodology:** Include a complete description of the Applicant's proposed approach and methodology for the project. This section should convey Applicant's understanding of the proposed project. The following specifics shall be included:
 - 1) Statement that the Applicant is a law enforcement agency, or a consortia of law enforcement agencies, and that the community or county in which the law enforcement agency serves (or agencies serve) is impacted by RCW [10.116.040](#).

- 2) A demonstration that there is a need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#), and that such access is necessary for the operation of the law enforcement agency and protection of public safety.
 - 3) Characteristics or qualifications of the Applicant that enables it to deploy equipment acquired under this RFP to incidents requiring utilization of such equipment, or to distribute such equipment to other law enforcement agencies with responsibility to respond to such incidents.
 - 4) A description of how the type and quantity of equipment to be acquired under this RFP was determined.
 - 5) A description of the type and quantity of equipment to be acquired under this RFP and to be made available for deployment within each agency or agencies covered by the proposal, and to whom and where the equipment will be distributed and will be used.
 - 6) Identification of who, from whom, when and by what medium of instruction peace officers with access to equipment acquired under this RFP will receive training on the use of such equipment prior to its use.
 - 7) A description of any agreements, coordination or authority required or completed to implement the proposal.
- B. Work Plan:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must include a description of the proposed procurement and distribution of equipment, as well as the training to be given on the equipment acquired. Include a description of any agreements, coordination and authority required beyond that currently in place.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. The project schedule shall detail the dates that equipment acquired under this RFP will be available to respond to incidents and the dates by which intended users will trained on the use of the equipment.
- D. Outcomes and Performance Measurement:** Describe the impacts and outcomes the Applicant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to COMMERCE.
- E. Risks:** The Applicant must identify potential risks considered significant to the success of the project. Include how the Applicant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. RELATED INFORMATION (MANDATORY)

1. If the Applicant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Applicant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

3. If the Applicant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Applicant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Applicant was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Applicant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Applicant in the past five years, so indicate.

3.4. COST PROPOSAL

The maximum amount for this contract must not exceed the amount specified in section 1.4 to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Applicant of least cost, but rather to the Applicant whose proposal best meets the requirements of this RFP. However, Applicants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

A. IDENTIFICATION OF COSTS (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the RFP. The Applicant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Applicants are required to collect and pay Washington state sales and use taxes, as applicable.

B. COMPUTATION

The score for the cost proposal will be computed by evaluating the thoroughness of the budget and identification of costs.

3.5 FEDERAL ELIGIBILITY PACKAGE (TO BE SUBMITTED NO LATER THAN NOVEMBER 15, 2021)

The Federal Eligibility Package contains the prerequisites stressed by the U.S. Department of Justice in its grant solicitations, applications, training and audit/monitoring materials. See Exhibit C.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by COMMERCE, which will determine the ranking of the proposals.

The RFP Coordinator may contact the Applicant for clarification of any portion of the Applicant's proposal.

4.2. EVALUATION BREAKDOWN

The following weighting will be assigned to the proposal for evaluation purposes:

Letter of Submittal – Go/No-Go

Project Approach/Methodology:

- Demonstration of Applicant as a law enforcement agency, or consortia of agencies, and that said agency or agencies' access to less-than-lethal equipment has been impacted by RCW [10.116.040](#). (Go/No-Go)
- Identification of the applicant's need and a lack of access to less-than-lethal equipment due to the impact of RCW [10.116.040](#) – 25%
- Identification of users of acquired equipment and description of plan for users' training on the acquired equipment – 20%
- Coordination by more than one law enforcement agency and extent of coverage of the community or county in which the law enforcement agency serves or agencies serve with the equipment acquired under the RFP – 15%
- Identification of the equipment mix by item cost and quantity to be acquired – 10%
- Agreements/coordination/authority required and experience in such activity – 10%
- Project Schedule – 5%
- Outcome and Performance Measurement – 5%
- Risks – 5%
- Deliverables – 5%

Related Information includes additional information is required to ensure that the applicant is eligible to apply for funding under the laws of Washington state.

Geographic distribution of the Applicants and the proposed equipment distribution will be considered by Commerce in conducting the review process and in making award decisions.

Cost Proposal is computed in accordance with section 3.4. The result is then added to the combined score for the Technical Proposal.

Workers' Rights Certification – Those applicants which certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% added to their score (see Attachment C).

COMMERCE reserves the right to award the contract to the Applicant whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

4.3. CLARIFICATION MAY BE REQUIRED

The RFP Coordinator may contact the Applicant for clarification of any portion of the Applicant's proposal.

4.4. NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparently Successful Contractor of their selection via email upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by email.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Applicant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed or faxed to the Applicant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Applicant Notification. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores *without* identifying the other firms or reviewing their proposals.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

Protests may be made only by Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by email or facsimile, but must then be followed by the document with an original signature.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that also submitted a proposal, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Workers' Rights Certification

Exhibit C Federal Eligibility Package

Exhibit D Service Contract Format with General Terms and Conditions

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and others who may have pertinent information regarding the ability of the Applicant and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (check one):

- ☐ **are** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.
- ☐ **are not** submitting proposed Contract exceptions (*default if neither are checked*).

On behalf of the Applicant submitting this proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

Signature of Proposer

Date

Printed Name

Title

**CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Commerce is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: 19-31440-1

I hereby certify, on behalf of the firm identified below, as follows (check one):

☐ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ This firm certifies it has no employees.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person Printed Name

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

Return Contractor Certification to Procurement Coordinator as part of your complete response.



Department of Commerce
Innovation is in our nature.

EXHIBIT C

Justice Assistance Grant

FFY 2018-2020 Justice Assistance Grant

July 2021

Eligibility Forms
(July 1, 2021 through June 30, 2022)

Lisa Brown
Director

Eligibility Requirements:

Statement of Assurances	Form 1	<input type="checkbox"/>
Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)	Form 2	<input type="checkbox"/>
Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements	Form 3	<input type="checkbox"/>
National Environmental Policy Act (NEPA)	Form 4	<input type="checkbox"/>
Acknowledgement of Federal Funds	Form 5	<input type="checkbox"/>
Acknowledgement of Allowable and Unallowable Costs	Form 6	<input type="checkbox"/>
Compliance with Relevant Federal and State Laws	Form 7	<input type="checkbox"/>
Civil Rights Training	Form 8	<input type="checkbox"/>
Civil Rights Requirements	Form 9	<input type="checkbox"/>
Equal Employment Opportunity Plan (EEOP) Certification	Form 10	<input type="checkbox"/>
Office of Civil Rights Compliance Checklist.....	Form 11	<input type="checkbox"/>
Federal Funding Accountability and Transparency Act Certificate	Form 12	<input type="checkbox"/>
Commercial Insurance, Risk Pool or Self Insurance	Form 13	<input type="checkbox"/>
General Information Regarding Risk Assessment.....	Form 14	<input type="checkbox"/>

Customer Satisfaction and Improvement:

Customer Satisfaction and Improvement Form	Form 15	<input type="checkbox"/>
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SUBMISSION OF THIS PACKET

One electronic copy of these Certifications and Assurances must be completed and submitted to be eligible to receive reimbursement with federal funds (any funds under this program).

DUE DATE

The Federal Eligibility Package should be received by COMMERCE no later than November 15, 2021 for those agencies which have been selected for funding. Submission after this date will cause delay in your being eligible to receive reimbursement under this program.

SUBMIT APPLICATION FORMS TO:

abigail.snyder@commerce.wa.gov

Note¹: Emailed copies must still
be signed

Note²: PDF is the preferred format
for electronic submission

If you have questions regarding the application or need technical assistance, please contact Abigail Snyder at (360) 515-6205 (email: abigail.snyder@commerce.wa.gov).

ELIGIBILITY FORMS

STATEMENT OF ASSURANCES

The applicant:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The Applicant has sufficient monetary resources to implement and maintain program operations in accordance with this contract.
2. Will provide full cooperation of administrative and program staff, and will provide availability of all records upon request and convenience of staff from the Department of Commerce; Office of the State Auditor; or U.S. Department of Justice, who are charged with monitoring program compliance and the use of funds provided.
3. Will comply with the requirements of the Justice Assistance Grant Program as published by the Department of Commerce and relevant federal agencies, and as embodied in statute.
4. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
5. Will comply with Title II of the Americans with Disabilities Act of 1990.
6. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
7. Guarantees that in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The applicant further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Commerce.

PLEASE NOTE: THE DEPARTMENT'S ACCEPTANCE OF THIS APPLICATION FOR FUNDING IS SUBJECT TO SUBSEQUENT COMPLIANCE REVIEWS THAT MAY REQUIRE CORRECTIVE ACTION BY THE APPLICANT. AUTHORIZED SIGNATURE BY THE APPLICANT GUARANTEES ASSURANCES THAT ARE CONTAINED ON THE APPLICATION FACE SHEET.

9. Authorized Signature for the Applicant:

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENT)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower-tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

*U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER*

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (b) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (c) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (d) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

(e) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(f) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
Statewide

Check X if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ____ if the State has elected to complete OJP Form 4061/7.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

5. Signature _____

6. Date _____

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The Department of Commerce will consolidate all responses and submit a consolidated response to the U.S. Department of Justice as required.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

(Note—the source of funds utilized is irrelevant to your response.)

(Note—if the activity is being undertaken without regard to the presence or operation of a federally funded activity, the item should not be checked.)

Yes
Activity N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. listed or eligible for listing on the National Register of Historical Places |
| <input type="checkbox"/> | <input type="checkbox"/> | b. located within a 100-year flood plain |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Renovation, lease, or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office, residential, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | b. significantly changes its size (total structure, not program's portion thereof) |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Implementation of a new program involving use of chemicals other than: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. chemicals purchased as an incidental component of the funded activity |
| <input type="checkbox"/> | <input type="checkbox"/> | b. traditionally used (e.g., for office, household, recreational, educational environments) |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Byrne funded program/project:

Project: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Representing: _____

ACKNOWLEDGEMENT OF FEDERAL FUNDS

The recipient shall submit to the Department of Commerce, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases—whether published at the grantee's or government's expense—shall contain the following statements:

"This project was supported by award number 2019-DJ-BX-0035 by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention, and the Office of Victims of Crime. Points of view or opinions in this document do not represent the official position or the policies of the United States Department of Justice."

The undersigned agrees to the above requirements.

Signature

Printed Name

Name of applicant organization

**ACKNOWLEDGEMENT OF
ALLOWABLE AND UNALLOWABLE COSTS**

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described on Attachment A of the Grant, including:

- Less Than Lethal equipment as identified in RFP 19-31440-1
- Operating costs, including:
 - Approved personnel costs (salaries and benefits).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply to high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Confidential funds, unless the applicant has completed/submitted a federal Confidential Fund Certificate to the Department of Commerce, and Commerce has approved the certificate.
- Body Armor/Vests, without specific prior approval (special conditions apply)
- Body Worn Cameras, without specific prior approval (special conditions apply)
- Food, beverages or other refreshments for meetings, conferences, or training (prohibition does not apply to standard per diem when otherwise authorized)
- Vehicles, vessels, and aircraft/drones (all except 'patrol' vehicles, those require pre-approval)
- Construction
- Land acquisition
- Military grade weapons and ammunition
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties (includes flight/hotel and other cancellation fees)
- Interest and other financial costs
- Consultant fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.

Signature

Printed Name

Name of applicant organization

COMPLIANCE WITH RELEVANT FEDERAL AND STATE LAW

All recipients of federal grant funds under this program must comply with all relevant federal and state laws and regulations. Which laws and regulations are relevant may vary dependent upon the specifics of the grant program(s) providing funding and the activities supported with such funding. The laws and regulations generally relevant to this grant program include, but are not limited to the following laws and regulations:

Financial Management System

Financial Management System, Title 2, Part 200 CFR, section 200.302 and .303
Cost Principles and Administrative Requirements, Title 2, Part 200 CFR, Appendices to Part 200 as appropriate
State budgeting, accounting, and reporting system, Chapter 43.88 RCW
Non-Supplanting, USDOJ OCFO's Financial Guide (as amended), Sec. 2.3 Standards for Financial Management Systems

Audits

Title 2, Part 200 CFR (the Omni Circular), Subpart F-Audit Requirements

Laws Against Discrimination

Affirmative Action, RCW 41.06.020 (1)
Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86)
Omnibus Crime Control and Safe Streets Act of 1968 (42 USC USC § 3789d)
Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs
Civil Rights Act of 1964 (42 U.S.C. § 2000(d))
28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures)
Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60
Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a)
Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d et seq, 24 CFR Part 1
Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352
Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60
Discrimination - Human Rights Commission, Chapter 49.60 RCW
Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);
28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations)
Americans with Disabilities Act of 1990 (Title II, and 42 U.S.C. §§ 12131-34)
Rehabilitation Act of 1973 (29 U.S.C. § 794)

Continued on Reverse

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551

Office of minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC

Notification of Findings of Discrimination or Non-Compliance

Policies Regarding Cooperation with Homeland Security, 8 U.S.C. Section 1373

Laws Regarding Ethics, Lobbying, Liability and Public Access

Federal Funding Accountability and Transparency Act of 2006 (FFATA)

Conflict of Interest, Ethics in Public Service Act, Chapter 42.52 RCW

Ethics in Public Service, Chapter 42.52 RCW

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352

Hatch Political Activity Act, 5 U.S.C. 1501-8

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54

Disclosure-Campaign Finances-lobbying, Chapter 42.17A RCW

Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d)

Victims of Crime Act (42 U.S.C. § 10604(e))

Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b))

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102

Housing and Urban Development Act of 1968, Section 3, 12 USC 1701u (See 24 CFR 570.607(b))

Housing Assistance Payments Program, Section 8, Confidentiality/Safeguarding of Information, Sub-Award Document Text, General Conditions Paragraph 10

Privacy Act of 1974, 5 U.S.C. 552a

Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264

Open Public Meetings Act, Chapter 42.30 RCW

Public Records Act, Chapter 42.56 RCW

Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082

Drug-Free Workplace Act of 1988, Title V, and 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5

The undersigned acknowledges the above notice of relevant laws and regulations.

Signature

Printed Name

Name of applicant organization

CIVIL RIGHTS TRAINING

An individual representing each entity receiving reimbursement under this program is required to complete the Office of Justice Programs, Office for Civil Rights – Training for Grantees located at: <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>, or training at least equivalent to that training, and return this completed certification prior to drawdown of grant funds.

Select one of the two training options:

____ 1. Office for Civil Rights – Training for Grantees as specified below:

<u>Module</u>	<u>Length</u>
<input type="checkbox"/> Overview	32:10
<input type="checkbox"/> Overview: Self-Test.....	11:37
<input type="checkbox"/> Service to LEP Persons	19:53
<input type="checkbox"/> Test: Service to LEP Persons.....	6:02
<input type="checkbox"/> State Administering Agencies (Grantees with Sub-Recipients only)	27:37
<input type="checkbox"/> Test: State Administering Agencies (Grantees with Sub-Recipients only)	6:48
<input type="checkbox"/> Faith-Based Organizations	15:27
<input type="checkbox"/> Test: Faith-Based Organizations	8:29
<input type="checkbox"/> American Indians.....	10:40
<input type="checkbox"/> Test: American Indians.....	6:01
<input type="checkbox"/> Standard Assurances	12:41
<input type="checkbox"/> Test: Standard Assurances	4:38

OR

____ 2. Other training at least equivalent to the Office for Civil Rights – Training for Grantees

Optional training videos are available from the Office for Violence Against Women and may be reviewed at: <https://search.justice.gov/search?affiliate=justice&op=Search&page=2&query=videos>

As the individual with primary functional responsibility for equal opportunity and civil rights compliance for the applicant jurisdiction or organization, I hereby certify that I have completed the on-line training modules identified above, or have received equivalent professional 'HR' training equivalent to that identified above, or a comprehensive update on such equivalent training, within the last two years. For the State Administering Agencies module and the test for that module, I have consulted with the primary grant manager for this award program as to whether there are or will be sub-recipients, and completed those modules or equivalent training if applicable.

This certificate is valid for two years from the date of execution.

SIGNATURE OF OFFICIAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

JURISDICTION/ORGANIZATION REPRESENTED

DATE

CIVIL RIGHTS REQUIREMENTS

1. LIMITED ENGLISH PROFICIENCY

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients must take reasonable steps to ensure that Persons with Limited English Proficiency have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services where necessary, including oral and written translation. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

2. FEDERAL NON-DISCRIMINATION REQUIREMENTS

The applicant will comply with any applicable federal nondiscrimination requirements, which may include:

- * the Omnibus Crime Control Act and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d);
- * the Victims of Crime Act of 1984 as amended (42 U.S.C. § 10604(e)) and 28 CFR § 94.114;
- * the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)) as amended;
- * Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- * the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- * the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- * the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- * the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- * 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- * Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);
- * 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations);
- * 28 CFR § 31.202, 403;
- * Violence Against Women Act (VAWA) of 1994, as amended (42 U.S.C. § 13925(b)(13)); and

Applicable Department of Justice regulations implementing the above-referenced statutes. The applicant shall further comply with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

3. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the event a state or federal court, or a state or federal administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex, sexual orientation or gender identity against the applicant or a program partner or participant receiving grant funds, the applicant will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The applicant shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

The applicant shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

4. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The applicant will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP but not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR and COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to COMMERCE. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>

5. APPLICANT DUTY TO ENSURE SUB-RECIPIENTS COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

As the individual with primary functional responsibility for equal opportunity/civil rights compliance for the applicant jurisdiction, I hereby certify that the applicant will comply with the above Civil Rights requirements specified in this certification.

SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

JURISDICTION/ORGANIZATION REPRESENTED

DATE

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

JUSTICE ASSISTANCE GRANT
FORM 10

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

Recipient Name and Address: _____
Grant Title: FFY'19 Justice Assistance Grant – Washington State Grant Number: 2019-DJ-BX-0035
Subaward No.: _____

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its compo... agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR Sections 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file, and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section B below. Recipients that claim the limited exemption from the submission requirement must complete Section C below.

Recipients should complete Section A, B or Section C, not multiple sections. If a recipient receives multiple federal grants, please complete a form for each grant, Do Not Use Another Grant's Certificate when completing this application package.

Section A – Declaration of Compliance with the EEOP Requirement

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient] has prepared an EEOP and if appropriate submitted to the Office of Civil Rights, US Department of Justice a copy, pursuant to 28 CFR.

Print Name of Individual with Primary Functional Responsibility _____ Signature _____ Date _____

Section B - Declaration of Claiming Complete Exemption from the EEOP Requirement. Please check all boxes that apply.

- ☐ Recipient has less than 50 employees ☐ Recipient is an Indian Tribe ☐ Recipient is a non-profit organization
☐ Recipient is an educational institution ☐ Recipient is a medical institution ☐ Recipient's award is less than \$25,000

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 CFR Sections 42.302. I further certify that _____ [recipient jurisdiction] will comply with the applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print Name of Individual _____ Signature _____
Date _____

Section C - Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP for review to the Department of Justice as long as it certifies the following (42 CFR Section 42.305):

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient jurisdiction], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR Section 42.301, *et. seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____ [organization], at _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

Print Name of Individual with Primary Functional Responsibility _____ Signature _____ Date _____

Insert copy (image) of:

**Email a copy of the EEOP Utilization Report including signature/approval page(s) to
abigail.snyder@commerce.wa.gov**

Office of Civil Rights Compliance Checklist

A. Federally-Mandated Activities: Equal Opportunity Program							
1.	EEOP total exemption criteria:	Yes	No	Yes	No	N/A	
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employee						
b.	Recipient agency is an educational institution						
c.	Recipient agency is an Indian Tribe						
d.	Recipient agency is a medical institution						
e.	Recipient agency is a non-profit organization						
f.	Recipient agency's award is less than \$25,000						
g.	Recipient agency's award is less than \$500,000						
	Totally Exempt? Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"						
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services						
	Not Totally Exempt:						
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights						
4.	Was the EEOP submitted to COMMERCE						
5.	Approval and Expiration dates						Effective: Expiration:
6.	EEOP is available for review						
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to COMMERCE						
8.	EEOP has been formulated and signed into effect within the past two (2) years						
	Generic Civil Rights Compliance (Non-EEOP):						
9.	How does the agency notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)					Job Announcements	
						Web Site	
						Posters	
						Other (specify):	

Office of Civil Rights Compliance Checklist

10.	How does the agency notify employees and prospective employees that it does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)	Yes A11/A	No			Job Announcement		Orientation Training
						Web Site		Refresher Training
						Posters		Employee Handbook
						Other (specify):		
11.	Written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights – Explain							
12.	Grievance Procedures – Notification – Training - Point of Contact Item 12a thru 12c apply only if both Items 1a and 1f are 'No'							
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services							
					Policy & Procedures			
					Web Site or Intranet			
					Employee Handbook			
					Collective Bargaining Agreement			
					Other (specify):			
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G				Designee's Title:			
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability - How					Job Announcement		Orientation Training
						Web Site		Refresher Training
						Posters		Employee Handbook
						Other (specify):		
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain					Orientation Training		Supervisor's Training
						Refresher Training (type):		
						Other (specify):		
	Limited English Proficiency				<div style="display: flex; justify-content: space-between; align-items: center;"> ↓ Jurisdiction in general Law Enforcement ↓ </div>			
13.	Steps has the agency taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)				Assessed LEP population & critical services			
					Hiring LEP language proficient speakers			
					Training personnel in LEP languages			
					Coordinating for LEP speakers in advance			
					LEP speakers called upon contact			
					Language Line used			
					Corresponding common phrase (crib) sheets			

Office of Civil Rights Compliance Checklist

14.	Limited English Proficiency (LEP) – Written policy on providing language access to services (<i>Not a requirement, a question</i>)	Yes	No		← Jurisdiction in general	Law Enforcement →
15.	Education Program or Activity operated by the agency, has the agency taken the following actions:					
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex					
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54 - Who				Designee's Title:	
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities					
16.	Religious Activities, if subrecipient is a religious institution or a faith-based organization:			X		
a.	Provide notice actual & potential beneficiaries that the subrecipient does not discriminate in the delivery of services based on religion			X		
b.	Provide notice that if beneficiaries object to the 'religious character' of the subrecipient, the subrecipient will make a reasonable effort to find an alternative service provider in close geographic proximity			X		
c.	Keep a record of requests for an alternative service provider and their efforts to find such, and their follow-up with the requestor			X		
17.	Finding/Rulings					
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), <u>within the last two years</u> ? – Explain if Yes					
b.	Was COMMERCE (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?					
c.	Corrective action, as negotiated or directed, been implemented?					
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation				Comments:	

Office of Civil Rights Compliance Checklist

B. Drug-Free Workplace		Yes N/A	No		
19.	Does the agency have a Drug-Free Workplace policy in place?				
20.	Who administers the Drug-Free Workplace Program?				Office or Position Title:
21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance				
22.	Do violations result in: • Termination • Penalties • Rehabilitation				
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?				
24.	Was COMMERCE (or Task Force lead agency) notified promptly (within 5 days, BJA within 10 days of the conviction)?				
25.	Was appropriate personnel action taken within 30 days?				
Conflict of Interest					
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant <u>within the last two years</u> ? (Limit response to project's personnel, supervisors and policy chain)				
27.	Was COMMERCE (or Task Force lead agency) notified promptly (within 30 days; if actively investigated, after conclusion of the investigation)?				
28.	Describe the allegation or finding				

Certification: The undersigned certify that the above is a true representation of the Civil Rights and other issues covered by this checklist.

For (*responding City, County, Tribal Jurisdiction, or Non-Governmental Entity*): _____

Signature (*of Human Resources/Personnel Respondent*)

Date

Signature (*of grant activity coordinator (items 13, 14, 17 & 23-27)*)

Date

Name/Title of Respondent

Name/Title of Respondent

Note: Project coordinator/liaison (right signature block) should respond to questions with color accented line numbers (13, 14, 17 & 23-27) as in some jurisdictions these events are resolved between department heads and the executive council, and are not consistently reported to Human Resources/Personnel.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA)**

Section 1

Agency/Jurisdiction Legal Name: _____

Section 2

Responses should be for the entire Jurisdiction/Organization, not just the department /division to utilize grant funds.

- a) Total Federal Revenues for the prior fiscal year
(ARRA, Non-ARRA, Directly & Indirectly received) _____
- b) Is 'a' above equal to or greater than \$25,000,000? Yes No
(Circle One)
- c) If 'b' above is 'No', skip to Section 3 a), enter check 'Not Required'
and execute the certificate, otherwise continue, compensation reporting may
be required.
- d) Total Revenue (including Federal Revenue) for the prior fiscal year _____
- e) Calculation: $a \div d$ (Total Federal Revenue divided by Total Revenue) _____
- f) Is 'e' above equal to or greater than .8? Yes No
(Circle One)
- g) If 'f' above is 'No', skip to Section 3, enter check 'Not Required'
and execute the certificate, otherwise continue, compensation reporting may
be required.
- h) Have you filed senior executive's compensation with either of the following?
1. Securities & Exchange Commission
(under sec 13(a) or 15(d) of the Securities Exchange Act of 1954)
 2. Internal Revenue Service
(Sec 6104 of the Internal Revenue Code of 1986)
- i) If 'h' above is 'Yes', skip to Section 3a), enter check 'Not Required'
and execute the certificate, otherwise continue, compensation reporting
is required. Yes No
(Circle One)

Section 3

Compensation Reporting Requirement:

a) Not required to report senior executive compensation.

(Sec 2b or 2f = 'No', or 2h = 'Yes') _____

b) Enter the name, title and total compensation of the five individuals receiving the greatest total compensation for the reporting jurisdiction (or agency if the Grantee is not a unit of state, local or tribal government).

	Name	Title	Compensation
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Section 4

I, am the chief financial officer of the jurisdiction/organization or their designated representative, and certify that the data presented on this form is an accurate reflection of the jurisdiction's/ organization's fiscal records.

Signature

Printed Name

Title

Date

COMMERCIAL INSURANCE, RISK POOL OR SELF INSURANCE

Cities and Counties receiving grant funds directly from Commerce under this program must have:

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

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

Employers Liability. Insurance providing wage replacement and medical benefits to employees injured in the course of employment, filling the gaps between Worker's Compensation and Commercial General Liability.

Fidelity Insurance. The Contractor shall maintain insurance coverage at least equal to the awarded funds under this agreement to protect against fraudulent acts by individuals authorized to receive or deposit funds into program accounts, or to prepare or issue financial documents, checks, or other instruments of payment for program costs.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Worker's Compensation. Coverage of employees which in the course of employment incurred bodily injury (including death) by accident or disease that arises out of or in connection with the performance of the grant agreement.

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

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

The Grantee shall submit to COMMERCE, within 15 days of being requested, a certificate of insurance which outlines the coverage and limits defined in this insurance section. Commerce will be named as an additional insured on this certificate. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

JURISDICTION/ORGANIZATION REPRESENTED

DATE



STATE OF WASHINGTON

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525
(360) 725-2895 • 1-866-857-9889

Grantee Information Regarding Risk Assessment

Jurisdiction/Organization/Tribe: [Click or tap here to enter text.](#)

Recipient Program/Department: [Click or tap here to enter text.](#)

Person(s) completing the form: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Phone/Email: [Click or tap here to enter text.](#)

Date submitted to Commerce: [Click or tap here to enter text.](#)

Assessment Questions

Please answer each question completely and provide supporting details where requested.

Explain any organizational restructuring that occurred within the last 12 months that affect OCVA contracts or grants. Make sure to discuss the following:

- Organizational changes (divisions, departments, units)
- Programmatic changes (services being provided, level of services, etc)
- Business systems (which can include financial, human resources, programmatic, etc)

- 1 Provide details of the restructuring, the timeframe for which this has/is occurring and the status of the change.

[Click or tap here to enter text.](#)

☐ Check box if no relevant organizational restructuring has occurred within the last 12 months.

Has the organization expanded services or created new services within the last 24 months?

☐ Yes ☐ No

- 2 If yes, please describe and list the new or existing resources that support this expansion in services.

[Click or tap here to enter text.](#)

3	<p>Describe turnover in key positions during the past 12 months in those areas of the organization that administer or support OCVA programs for the following categories. Along with the description, include the number of positions/FTEs for each category.</p> <ul style="list-style-type: none"> - Executive Management/Tribal Executive Management Staff - Fiscal - Council, Commissioners/Tribal Council <p>Describe your plan and timeframe for filling, training, or covering the duties of any vacant positions. Click or tap here to enter text.</p> <p><input type="checkbox"/> Check box if there has been no turnover in key positions during the past 12 months.</p>
4	<p>Does your organization/Tribe have any pending or recent past litigation or legal action?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe the litigation or legal action. Click or tap here to enter text.</p>
5	<p>Has your organization/Tribe terminated or has Commerce terminated any contracts in the last 24 months because of performance or compliance issues?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please explain the circumstances. Click or tap here to enter text.</p>
6	<p>Does your organization/Tribe have funders other than OCVA who monitor (non-audit) contracts and grants?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please list them and include the frequency in which monitoring is conducted. Click or tap here to enter text.</p>
7	<p>Have you had an audit in the last 24 months?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, explain why an audit was not needed or required. Click or tap here to enter text.</p> <p>If you have had an audit, explain the type of audit (e.g. financial, federal compliance, internal control, etc). Click or tap here to enter text.</p>

List any audit findings you have received from an external entity within the last 24 months.
Click or tap here to enter text.

- 8 If findings were included in the audit, please describe the corrective action plan and state if it is either in progress (providing detail on the status for implementation) or has been completed.

Click or tap here to enter text.

☐ Check box if there were no findings.

Have you, or do you intend to sub grant or sub contract any funds received from OCVA?

☐ Yes ☐ No

- 9 If yes, how do you monitor your sub grantees/sub contractors services and expenditures?
Click or tap here to enter text.

- 10 What percent of your organization's annual budget is government funding (federal and state)?
☐ Under 10% ☐ 10 – 30% ☐ 30 – 50% ☐ More than 50%

Does 20% or more of the total funding for your organization come from OCVA? Please use a two or three year analysis to answer this question.

☐ Yes ☐ No

- 11 If your organization has experienced "funding swings" where one fiscal year you do receive 20% or more of your total funding from OCVA and in another year you do not, please explain why this has occurred.
Click or tap here to enter text.

Explain the management and the board/or council's role in the following:

- 12
- Monitoring financial and programmatic compliance
 - Evaluating or assessing the performance of the executive director
 - Developing policy
 - Reviewing programmatic results

Click or tap here to enter text.

How many years has your organization/Tribe administered federal or state funds?

- 13
- Federal funds: ☐ less than 2 years ☐ 2 – 5 years ☐ more than 6 years
 - State funds: ☐ less than 2 years ☐ 2 – 5 years ☐ more than 6 years
-

14	<p>List specific experience in government grant administration and government contract administration for the following staff:</p> <ul style="list-style-type: none"> Executive Management: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input type="checkbox"/> more than 6 years Fiscal/Bookkeeping Staff: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input type="checkbox"/> more than 6 years <p>Include the total number of years' experience for each of the categories above.</p>
15	<p>Does your organization/Tribe currently use volunteers to provide direct crime victim services?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many? Click or tap here to enter text.</p>
16	<p>Does your organization/Tribe currently use volunteers to provide non-direct crime victim services?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many? Click or tap here to enter text.</p>

<p>I certify that the information provided is true and correct</p>	
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Print or type name and position</p>	

CUSTOMER SATISFACTION AND IMPROVEMENT

The following questions are intended to help us improve our application process. Please indicate your agreement/disagreement with the following statements. Your responses will not impact the evaluation of your application in any way.

- 1: Strongly Disagree**
- 2: Disagree**
- 3: Neither Agree Nor Disagree**
- 4: Agree**
- 5: Strongly Agree**

- 1. The application instructions were clear.**

1 2 3 4 5

- 2. The application questions were easily understood.**

1 2 3 4 5

- 3. I was able to receive the assistance I needed from Commerce to complete the application.**

1 2 3 4 5

- 4. I had adequate time to prepare the application prior to the deadline.**

1 2 3 4 5

- 5. Given program requirements, the application process was reasonable.**

1 2 3 4 5

- 6. Which forms or portions thereof were particularly difficult to understand or respond to, and do you have any recommendations for how they should be presented?**



Interagency Agreement with

<Name of Governmental Entity Here>

through

Justice Assistance Grant
Less than Lethal Equipment Project

For

To Provide federal funding to local jurisdiction for acquisition of
'Less than Lethal' equipment

Start date: November 1, 2021

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FACE SHEET

Contract Number: F19-31440-2##

**Washington State Department of Commerce
Community Services and Housing Division
Office of Firearm Safety & Violence Prevention – Public Safety Unit
Less Than Lethal Equipment**

1. Contractor <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		2. Contractor Doing Business As (optional) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Contractor Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. COMMERCE Representative Abigail Snyder Program Manager - Lead 360-515-6205 Abigail.snyder@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount <Insert \$ amount>	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date November 15, 2021	8. End Date June 30, 2022
9. Federal Funds (as applicable) <Insert \$ amount>		Federal Agency: Department of Justice CFDA Number: 16.738 Indirect Rate (if applicable): <Insert indirect rate>	
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. DUNS # <Insert number>
14. Contract Purpose To provide federal funds to acquire 'Less Than Lethal' equipment.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, and the Contractor's application submitted in response to RFP 19-31440-1.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

SPECIAL TERMS AND CONDITIONS**1. AUTHORITY**

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2019

Federal Award Identification Number (FAIN): 2019-DJ-BX-0035

Total amount of the federal award: \$3,335,381

Awarding official: Matt Dummermuth

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

"This project was supported by Grant No. 2019-DJ-BX-0035 awarded by the Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Public Safety Unit, Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$ _____ for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$ _____, which amount is included in the Contract total above.

6. INDIRECT COSTS

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

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but not more frequently than monthly.

The invoice shall include the Contract Number F19-31440-2##.

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

SPECIAL TERMS AND CONDITIONS

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

8. SUBCONTRACTOR DATA COLLECTION

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

9. AUDIT

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

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

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

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

SPECIAL TERMS AND CONDITIONS

statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

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

11. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- add any other attachments incorporated by reference on the Face Sheet

GENERAL TERMS AND CONDITIONS**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

GENERAL TERMS AND CONDITIONS

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

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

GENERAL TERMS AND CONDITIONS**9. INDEMNIFICATION**

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

20. TREATMENT OF ASSETS

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

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

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

21. WAIVER

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

Scope of Work

Scope of Work to be derived from the Contractor's Application submitted under RFP 19-31440-1.

Budget

Budget is to be derived from the Contractor's Application submitted under RFP 19-31440-1.

Budget

The Contractor shall report on its progress in implementing the Scope of Work on a quarterly basis.

The report shall include the type and number of materials acquired with grant funds, and the type and number of materials so acquired which have been distributed to each of the counties within its ITT region.

The quarterly report will be submitted in Word format to the COMMERCE representative identified on this Contracts Face Sheet, not later than the 15th day following the end of each calendar quarter of this contract.