

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING
AGENDA FOR MONDAY, NOVEMBER 1, 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 November 1, 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**
 - [October 4, 2021 PSCHC Meeting](#)
- III. Reports/Updates – Briefing Papers Only, No Discussion**
 1. [OPO Monthly Update – September 2021](#)
 2. [Photo Red Update \(SPD\)](#)
 3. [November Strategic Initiatives Report \(SPD\)](#)
- IV. Consent Agenda – Briefing Papers Only, No Discussion**
 1. [SBO for FY21-22 Mental Health Team Grant Award \(SPD\)](#)
 2. [SBO for Hostage Negotiations Team Protective Equipment \(SPD\)](#)
 3. [Contract Renewal for Heavy Equipment Body Repair Services \(SFD\)](#)
 4. [Industrial Pretreatment Program Multijurisdictional Agreement \(MJA\) with Spokane County \(Public Works\)](#)
 5. [Public Rule – Industrial Pretreatment Program Fees \(Public Works\)](#)
 6. [Contract Renewal for Tire Services \(Fleet Services\)](#)
 7. [SBO for Personnel Funds Budget Transfer \(Legal\)](#)
- V. Strategic Plan Session – Safe & Healthy**
 - Strategic Priority: Integrated 911/Dispatch
 - NONE
 - Strategic Priority: Integrated Response
 - NONE
 - Strategic Priority: Criminal Justice Reform

- Sgt. Spiering K-9 Update
- Strategic Priority: City-Wide Clean & Safe
 - NONE

VI. Discussion Items

1. Staff Requests

- Tesla Pilot Program Presentation – Major McNab & Rick Giddings (15 minutes)
- SPD 2022 Ammunition Order (Practice and Duty Ammunition) – Jacqui MacConnell (5 minutes)
- SBO – Interlocal Joint Use Agreement with Spokane Count – Howard Delaney (5 minutes)

2. Council Requests

- Fire Station Study SBO Discussion – CM Mumm (15 minutes)

VII. State Legislative Update *(as needed)*

VIII. Adjournment

Next Committee meeting will be held on December 6, 2021

Public Safety & Community Health Committee

Meeting Minutes – October 4, 2021

Call to Order: 1:17 PM

Attendance:

PSCHC Members Present: CM Kinnear; CP Beggs; CM Mumm; CM Stratton; CM Burke; CM Cathcart; and CM Wilkerson (arrived at 1:18pm).

Staff/Others Present: City Administrator Johnnie Perkins, Mike Ormsby, Assistant Chief Justin Lundgren, Eric Olsen, David Singley, Michael McNab, Chief Brian Schaeffer, Lance Dahl, Howard Delaney, Tonya Wallace, Michael Diamond, Michelle Murray, Jason Ruffing, Justin Bingham, Matthew Boston, Tim Dunivant, Brian McClatchey, Giacobbe Byrd, and Hannahlee Allers.

Approval of August 30, 2021 minutes: Motion to approve by CM Burke; M/S by CM Mumm. The committee approved the minutes from the August 30, 2021 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

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

Consent Agenda Portion:

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)

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

NONE

Strategic Priority: Criminal Justice Reform

NONE

Strategic Priority: City-Wide Clean & Safe

NONE

DISCUSSION ITEMS

Staff Requests:

Asset Capital Fire SBO – Tonya Wallace (10 minutes)

Michelle Murray talked about a past SBO where amounts were adjusted down. This request is to fund the brush rigs SFD has already purchased as well as some pediatric tools used to treat COVID-19. There were no Council questions.

Fire Department Access Road Distance Requirements SMC Amendments – Fire Marshal Lance Dahl (5 minutes)

Fire Marshal Lance Dahl said that the current Fire Code requires that all points around buildings be within 150 feet of an approved setup location for fire apparatus. He said he is recommending a Fire Code change to the SMC to address fire apparatus access issues for single family and duplex lots. He said he has come to this decision through discussion both internally and externally. He talked about current fire code and his authority to extend 150ft and how that relates to the standard pre-connect hose lengths. CM Cathcart asked if homes within the range wouldn't have to be sprinkled. Mr. Dahl confirmed that. CM Cathcart asked if there as a way to possibly extend hose lengths to increase these distances even further. Mr. Dahl explained how adding extensions delays SFD's ability to fight fire.

ESB 5476 Therapeutic Courts Grant Funding – Howard Delaney (5 minutes)

Howard Delaney gave an overview of the current law around drug possession. Mr. Delaney talked about the referral process for individuals who are contacted by law enforcement for drug use. He talked about the coordination between community partners about how they can all work together to make this coordination most effective for connecting someone with treatment and providing a diversion opportunity. CM Cathcart asked for a description of the difference between community court and therapeutic court services. Mr. Delaney said the communities that are served are very different. Drug court is much more structured than pre-trial diversion. City Prosecutor Justin Bingham talked about the process for citing individuals and referring them to treatment. He said that he doesn't think the first two contacts by SPD will be meaningful and said that the third attempt may be most meaningful in the diversion process. CM Cathcart expressed support for a real opportunity for an individual to improve their situation upon the third contact. Mr. Bingham said that the Administrative Office of the Courts (AOC) grant may need additional support by the City in the approach and navigation services for program participants. Mr. Delaney said that they anticipate getting most if not all of they ask for from this grant. CM Wilkerson asked how public safety officers will know the number contact an individual is on. Mr. Delaney said that locally it is being built into the local CAD system for dispatch and crime analysis. He said it might also be in a system state-wide.

Municipal Court Office Supplies SBO – Howard Delaney (5 minutes)

Howard Delaney talked about the COVID-19 budget exercise that led Municipal Court to give up M&O. This SBO moves salary savings to the office supply line to get them through the end of the year.

Foreclosure Registry Contract – Jason Ruffing (10 minutes)

Jason Ruffing from code enforcement talked about a potential new contract with an existing provider to maintain a foreclosure registry program, which is defined in the SMC. Mr. Ruffing provided a brief overview of foreclosure registry data, including a map that code enforcement uses to monitor the properties. The properties are relatively equally distributed across the City. He said that the registry remains a useful tool for code enforcement staff and it is a good interdepartmental resource. CM Wilkerson asked if there have been any challenges in bank ownership of these properties. Mr. Ruffing said that banks have been hesitant to do maintenance and management in the pre-foreclosure status. CM Cathcart asked how well the vacant properties are maintained during the foreclosure process. Mr. Ruffing said that there are some properties that are problematic and walked through the tools and process code enforcement goes through in monitoring and abating these properties.

WA Dept. of Commerce Less-Than-Lethal RFP – Major McNab (10 minutes)

Major McNab provided Council with information on both the Department of Commerce Grant and the PepperBall less-than-lethal proposed purchase. Mr. McNab walked Council through less-than-lethal devices in general, including when and how SPD uses them. He talked about how they are a valuable tool for suspects who are exhibiting assaultive behavior. He said there are multiple less-than-lethal options that can be deployed dependent on the circumstances. Mr. McNab said that SPD's proposal for this Commerce grant is \$50,761.52 which provides for 30 "FN 303 launchers" with ammunition and instructor certifications. This is a competitive grant with \$1M available for the nearly 300 agencies in the state. Major McNab gave examples of how less-than-lethal tools are employed by officers. CP Beggs asked if Major McNab could explain the FN 303. Major McNab explained the similarities and differences between the FN 303 and the PepperBall launcher. Ultimately, it is a more accurate version of the PepperBall launcher. He said they would like both the FN 303 and PepperBall launchers available. CM Stratton asked if there is any data around injuries or fatalities with PepperBall devices. Major McNab said there have been no fatalities with PepperBall launchers but there has been one fatality that he knows of with the FN 303. Major McNab talked about the care SPD will take regarding how they are used and who is using the, CM Wilkerson asked if there is a shelf life to PepperBalls. Major McNab said they are requesting for 100 of these so that there is one in every car. CM Cathcart asked without the PepperBall is the next step deadly force. Major McNab said what is unique about the launchers is it allows officers to disrupt someone while maintaining distance, which he said is a good thing. CM Kinnear asked if there is protocol regarding whether PepperBall can be used when under-aged people are in the crowd including children and teenagers. Major McNab said that the PepperBall would be targeted at a person exhibiting violent behavior. CM Kinnear asked how often this tool would be deployed. Assistant Chief Lundgren said several times a week they are in the hands of officers, which can de-escalate in and of itself. CM Kinnear and CM Wilkerson talked about how citizens have been reaching out to Council Members with questions about how PepperBall will be used and expressed appreciation for SPD's willingness to answer questions about this tool.

Council Requests:**PepperBall & Other Police Capital Items - CM Wilkerson (10 minutes)**

This item was covered in the conversation about the Department of Commerce Less-Than-Lethal RFP.

Traffic Officer Discussion – CM Stratton and CP Beggs (10 minutes)

CP Beggs and CM Stratton asked for the timeline on getting traffic officers back, who have been re-assigned to patrol. Assistant Chief Lundgren talked about the patrol schedule and the staffing needed.

He mentioned that 5 patrol officers have been temporarily reassigned without an end-date established. CM Cathcart said that he hopes SPD can incentivize recruitment and asked what SPD is doing actively to recruit. Mr. Lundgren said they have been successful in attracting lateral recruits and that existing officers are instrumental in recruiting. CM Stratton asked for an update on NRO staffing. Mr. Lundgren said there are not plans to make any permanent cuts to the NRO program. CM Kinnear echoed support for incentivizing recruitment.

State Legislative Update:

NONE

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Executive Session: NONE

Adjournment: CM Kinnear adjourned the meeting at 2:20 PM. The next PSCHC meeting will be held Monday, November 1, 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



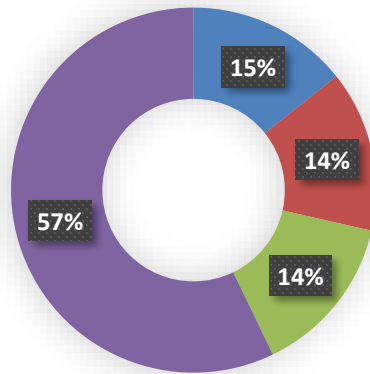
Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: September 1-30, 2021

Complaints/Referrals/Contacts

September Complaint Allegations and Referrals

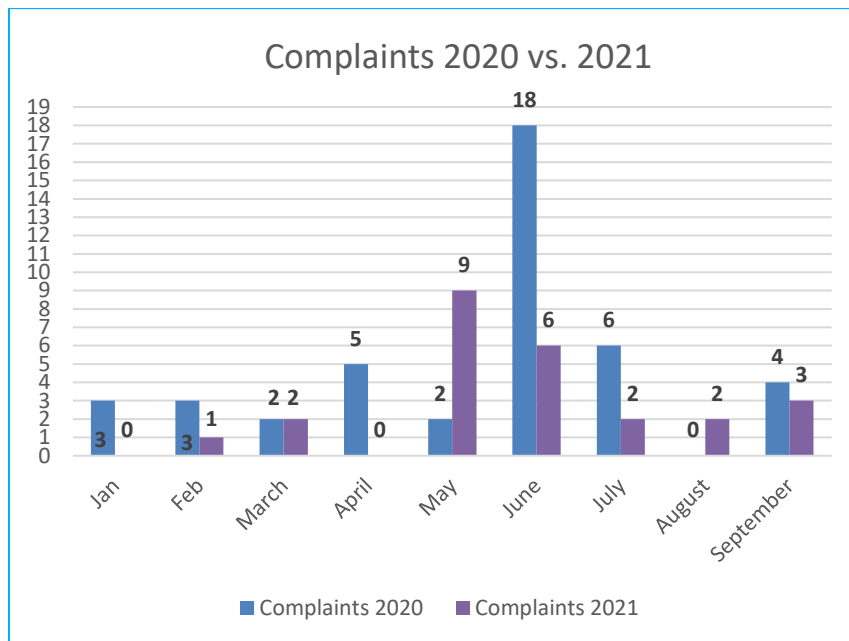


■ Standard Violation ■ Inadequate Response ■ Inadequate Response/Demeanor ■ Referrals

Highlights:

In September, the OPO received 3 complaints and made 4 referrals to the Spokane Police Department (SPD) Internal Affairs (IA)

- OPO 21-27: A community member was frustrated due to the lack of response to multiple calls for service. The complaint came in after they received no response to their vehicle being stolen.
- OPO 21-28: A community member was arrested while living in their vehicle. During the arrest they asked the officer not to tow their vehicle because they were living in it. The officer stated he would not tow the vehicle. Upon being released from jail, the complainant noticed that their vehicle had been towed, which was allegedly against the new state legislation.
- IR 21-55: A community member is frustrated that an alleged known drug dealer's house was allowed to operate without SPD response after so many requests for service have gone unanswered.



YTD Complaint Comparison

The OPO saw a steady intake of complaints in September 2021 (3) compared to September 2020 (4).

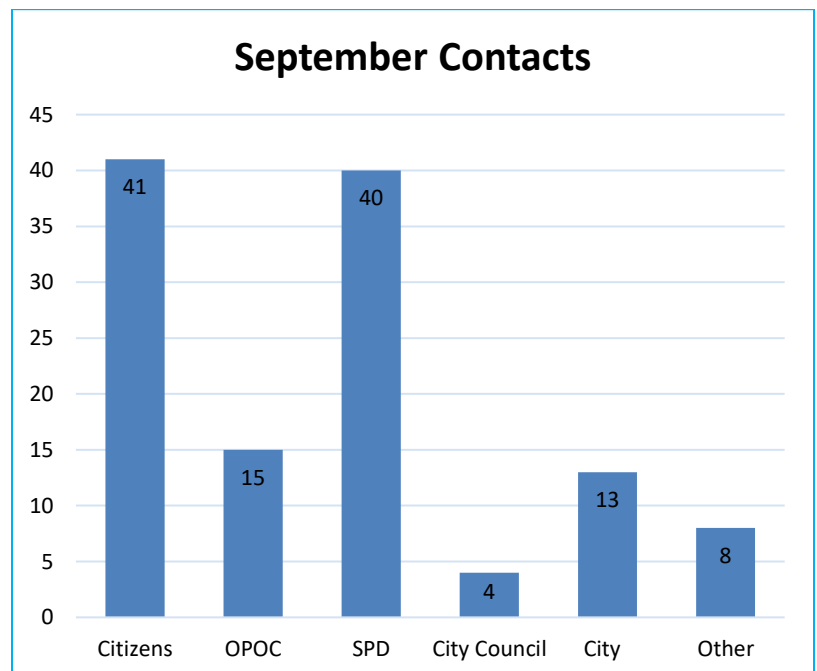
Overall complaints are down YTD (25) Compared to 2020 (42).

Difference is due to civil unrest following the death of George

Contacts/Oversight:

Contacts/Oversight

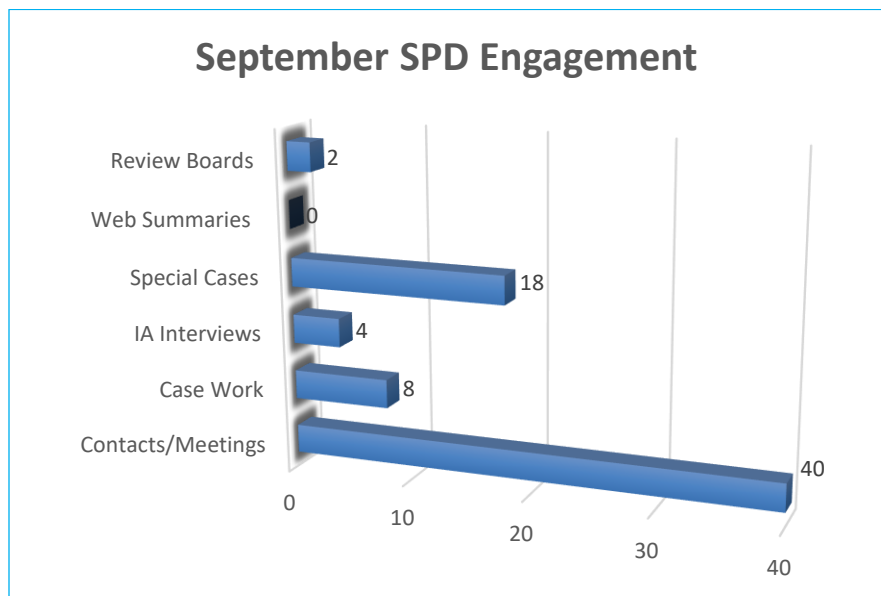
- 121 total contacts
- 4 community member interviews were conducted
- Attended 8 Internal Affairs Interviews
- 40 total SPD contacts
- 26 IA contacts



Oversight Activities

Highlights:

- The OPO met with Police Chief Meidl and Assistant Chief Lundgren to discuss the May 31st Protest Review



Case Work

- 7 – cases certified
- 1 – case returned for further information
- Web Cases Reviewed
 - 0 Cases

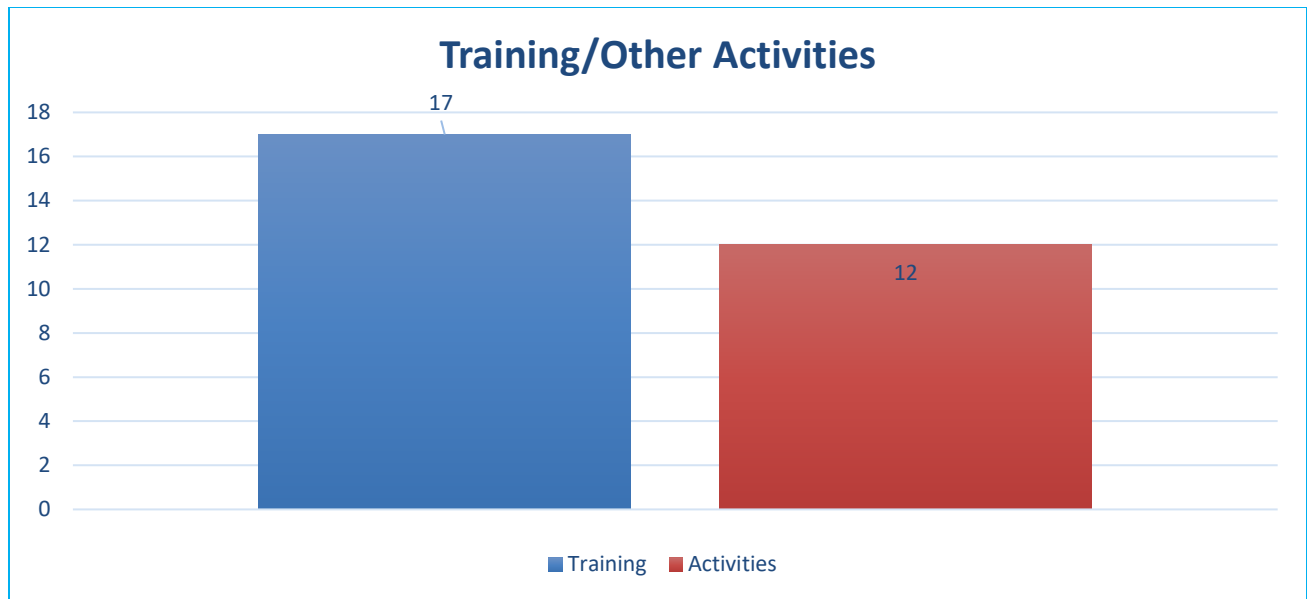
Special Cases

8 – Use of Force
1 – K9
9 – Collision
0 – Pursuit

Training/Other Activities

Highlights:

- Training – NACOLE Virtual Annual Conference Sessions, Legal Lunchbox – Combating Structural Racism: Organizational Equity Change
- City Meetings – PSCHC Meeting
- Oversight – NACOLE meeting for Member Development and Support Committee, NACOLE Strategic Planning Committee, NACOLE Use of Force Working Group, Task Force Symposium Panel, Taskforce on Race and Criminal Justice System Presentation to WA State Supreme Court
- Other Community Meetings – SCAR, Leadership 2021, Celebrate Recovery Events, Jonah Project Board Meeting, Youth Leadership Spokane Human Needs Day, Spokane COPS Board Meeting



Upcoming

- NACOLE Virtual Conference: August 13th – October 6th
- SPD In-Service Training: October 15th

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:	October 13th, 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 November 1st, 2021.

Statistic for Photo Red for the time frame of **September 1st 2021, thru September 30th, 2021.**

There were 2431 violations on the photo red system from **September 1st, 2021** thru **September 30th, 2021**. During the same time frame in 2020 there were 1611 violations, which is an increase of 820 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 September 1st, 2021, thru September 30th, 2021.

There were 3129 violations on the photo speed system from **September 1st, 2021** thru **September 30th, 2021**. During the same time frame in 2020 there were 0 violations, due to school being out for COVID.

Executive Summary: Photo RED

September 1st, 2021, thru September 30th, 2021

- Division and Sprague was the highest with 508 violations.
- Browne and Sprague was the second highest with 320 violations.
- Freya and Third was the third highest with 253 violations.
- Maple and Second was the fourth highest with 206 violations.

Executive Summary: Photo SPEED

September 1st, 2021, thru September 30th, 2021

- SB Nevada St @ Longfellow Elementary was the highest with 1215 violations.
- SB Ash St @ Ridgeview ELEMENTAR was the second highest with 578 violations.
- SB N Monroe @ Willard Elementary was the third highest with 574 violations.
- EB W Northwest Blvd @ Finch Elementary was the fourth highest with 422 violations.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
November 2021 Report



Public Safety and Community Health Committee Briefing
November 1, 2021



Selected Excerpts of Officer Commendations

I wanted to take the opportunity to point out the exceptional efforts of **Officer Ethan Wilke**. The Spokane County Prosecuting Attorney's Office recently completed the successful prosecution of a defendant. The case against the defendant was based on a domestic assault by strangulation and harassment incident to which Officer Wilke was assigned. The exceptional work done by Officer Wilke was a primary reason that the Spokane County Prosecuting Attorney's Office could successfully hold the defendant accountable and have his case brought to justice. It was necessary to rely on Officer Wilke to participate in court proceedings and witness meetings where, under normal circumstances, there would be no need. Officer Wilke consistently made himself available whenever asked and did so with an entirely positive and enthusiastic attitude. Officer Wilke participated in the litigation of this matter extensively. Officer Wilke's participation and testimony were important at trial, where he sat as the State's designated agent, assisted with the jury selection process, testified effectively, and even served the victim with a subpoena in open court when the victim made an unexpected appearance. It is due to such exceptional efforts that the Spokane County Prosecuting Attorney's Office can achieve successes such as this in the fight against domestic violence. Therefore, I would like to commend Officer Wilke for his efforts and commend the Spokane Police Department for its continuing support.

[Officers Stone, Donaldson, Zimmerman, McLucas, Brearty, D. Lesser.]

I just want to thank the officers who responded to Chief Garry Park the evening of 8-26-21 to a disturbance during movie night, approx. 9:30pm. They deescalated the situation very well which involved a machete. I know they don't get thanked enough, we are grateful for their professional response.

Just wanted to pass along a note of thanks to a couple of your downtown bike patrol officers. I was sitting in our condo's courtyard around 7:00 this past Monday evening when one of your officers rode his bike through our open garage door, through the garage and into the courtyard. He said he was concerned about the open doors and just wanted to check to make sure everything was fine. I explained that the garage door was open because one of my neighbors had just driven her car into the garage and was about to close the door when he rolled through. I thanked him and said I was glad someone was keeping eye on things here in the West End of downtown. Thanks for a good job...very much appreciated.

We've had some interesting activity in front of the BoA building, which has been discouraging as what looks like druggies and/or gang-bangers have been a lot bolder here. Thankful to see the officers at work this evening confronting something that was turning rowdy. The way they approached the situation here was conservative, obviously thoughtful, and cool/collected. Can't believe what a difficult job you have now with the new standards for stopping someone too. So thankful we still have men and women willing to do this job. We need you! And we experienced a palpable benefit of your service last night at the BoA building. Thank you! So appreciate your service and I feel for the difficulty of your job!



Internal Affairs Unit Update

January 1 through September 30, 2021 Commendations and Complaints

Commendations Received: **Total: 160**

Complaints Received: **Total: 66 (49 from community)**

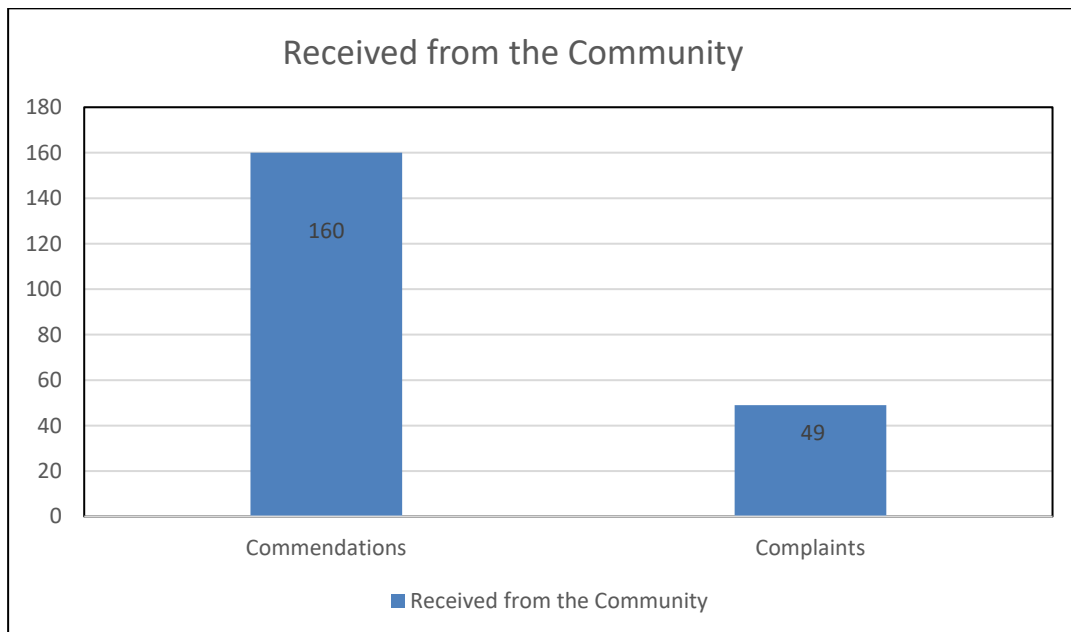
Closed Out as Inquiries: 5 (As of September 30, 2021)

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

Source of Complaints—January 1 through September 30, 2021

Received by the Office of Police Ombudsman	Total: 23
Received by the Spokane Police Department	Total: 43
Internally Generated by the SPD	Total: 17
Generated by the Community	Total: 49

As of September 30, 2021, the department has received 69% more commendations from the community than complaints.



Use of Force Update

2021 Non-Deadly Reportable Use of Force Incidents

From January 1- September 30, 2021, there were 50 non-deadly use of force incidents- 9 K9 contacts and 41 other (e.g., TASER).

2021 Deadly Force Incidents (Officer-Involved Shootings)

From January 1- September 30, 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. One is still open.

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



Sgt. Teresa Fuller of Spokane Police Department Becomes First Female Law Enforcement Liaison in Washington

The Washington Traffic Safety Commission recognized Sgt. Fuller in her new role as a Law Enforcement Liaison. The National Highway Traffic Safety Administration and the Governors Highway Safety Administration created the role to help promote national and state highway safety. In the role, Fuller will coordinate the Spokane Police Department's participation with the Washington Traffic Safety Commission to address behavioral traffic safety issues like speeding, distracted driving, impairment and more.

“Policing is a great career for anyone committed to helping people, and living up to the badge,” she says. “Maybe that’s why I’m so committed to traffic safety, because so much of what we do prevents injury or death. Maybe I saved a kid through a car seat check or getting a parent to wear their seat belt. I’m just grateful to have had the opportunity to help people in that way, and help keep the streets safe, and work with the community to make them even safer.”

Link to article here:

<https://www.wtscpartners.com/success-stories/2021/09/27/sgt-teresa-fuller-of-spokane-police-department-becomes-first-female-law-enforcement-liaison-in-washington/>

Reserve Officers

On September 18, 2021, six new Reserve Officers, five for Spokane Police Department and one from Reardan Police Department, graduated from the Reserve Academy. What makes this very special is they are all volunteers who gave up numerous nights and Saturdays to complete this academy. Reserve Officers Mathew Allen, Kevin Boblet, Ryan Clark, Melissa Foust (Reardan), Ehblu Nateewah, and Cory Rose, welcome to the family and congratulations!

Below left, Officer Ehblu Nateewah. Below right, Ofc. Mathew Allen, Ofc. Kevin Boblet, and Ofc. Ehblu Nateewah.



"Honor Spokane's Law Enforcement & Firefighters" First Responder drive through Luncheon.

West Central Community Center wanted to "Honor Spokane's Law Enforcement & Firefighters" by providing a First Responder drive through Luncheon. WCCC provided an amazing lunch for those that were able to partake in the event. The Spokane Police Department thanks West Central Community Center for taking the time to recognize law enforcement and firefighters.

Hiring Update



As part of our ongoing recruiting efforts, SPD offered two free Public Safety Tests on September 18 and October 3. For police officer candidates who submit their scores to the Spokane Police Department, there is no charge. Officer Butler is heavily involved in the SPD Recruiting Program. He recently attended recruiting events at Fairchild Air Force Base and Olympia, WA. Officer Butler is attending the upcoming Public Safety Tests at Kent, Lynnwood, Olympia, and Vancouver, Washington. At the Public Safety Tests, Officer Butler is able to stand in front of the large group of potential applicants and explain why SPD is a quality organization. He is also able to have one-on-one conversations with individual applicants. He offers to meet with them in person or by phone to discuss interview strategies and prepare them to put their best foot forward in the application process. He believes that every applicant can benefit from some individual attention if they so desire it. Quite a few of the applicants who have received his business card or interacted with at the testing events have reached out to take him up on his offer for later contact.

2020 Awards, Awarded in 2021

Lifesaving Medal Recipients

Corporal Kevin Busch, Officer Daniel Morley, Officer Marvin Cunningham, Officer David Betts



Corporal Kevin Busch:

Corporal Busch responded to a vehicle accident in which a young woman had broken her spine in two places and had a facial laceration that cut to the bone. Corporal Busch kept her from moving her neck and applied pressure to her laceration to prevent her from bleeding out for thirty minutes, until Fire could safely get her out of the car and on to a backboard. His actions prevented her from having her spinal cord severed, resulting in paralysis, as well as saved her life.

Officer Daniel Morley, Officer Marvin Cunningham, and Officer David Betts:

These officers discovered a male who was unresponsive behind the wheel. They quickly realized he was overdosing on heroin. They began CPR and administered Narcan (overdose medication) while waiting for medics. Medics arrived after five minutes. With continued CPR and more doses of Narcan, medics stabilized the male and transported him to the hospital.

Precinct Highlights

North Precinct

Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- NROs collaborated with Major Crimes Detectives to identify the person who was assaulted at Shopko by a group of teens while she was sleeping. The victim was contacted and charges were filed against the assailants.
- NRO Storch completed interviews with businesses in the Franklin Park area to determine their biggest issues. Ross, Ulta, Trader Joe's, Bed Bath and Beyond, Burlington Coat Factory, Guitar Center, Old Navy and Rite Aid have all dealt with many theft and transient issues.
- Neighbors have been very helpful with one location in the Nevawood area. In a ten-day period, neighbors reported multiple noise violations late at night. There were 22 police responses and 18 confirmed violations of noise. Additional incidents with police responses prior to 365-day period showed a continual pattern of nuisance activity from this residence. A Spokane C.O.P.S. advocate is helping neighbors obtain anti-harassment orders and the NRO has issued a Chronic Nuisance Notice.
- Two locations in Northeast Spokane were recently issued Chronic Nuisance Notices. Thank you to the neighbors who reported the activity.
- Two locations in the Garland area were recently issued Chronic Nuisance Notices.

Below, Neighborhood Resource Officers and SPD Volunteers at various Coffee with a Cop events. Coffee with a Cop events were held regularly by precinct staff before COVID-19.



Downtown Precinct

Crime Prevention Missions

The Downtown Precinct has been focusing on Wall-Washington/Riverside-Sprague, with a mission to reduce Part I crimes and calls for service. DTP leaders met with the Bank of America building head of security, installed additional No Trespass signage, and received trespass authorization letters. After focused enforcement using high visibility patrols and bike patrols and meeting with agency leaders, officers saw significant improvement around the Bank of America building and the Parkade Plaza. Calls for service in the area dropped from 91 the week prior to 58 during the first week of special enforcement.

The Downtown Precinct has also focused 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. Calls for service, especially Medics calls, continued to be high, but Part I crimes dropped by 45%.

Bar District Issues

SPD has added special emphasis patrols in the bar district. At one problematic block, calls for service in the area dropped from 60 the week prior to 38 during the first week of special enforcement. Part I crimes dropped from 11 the week prior to one during the special enforcement.

Precinct Outreach

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

South Precinct

Resolving Nuisance Properties

South Precinct NROs are working with neighborhood residents on dozens of nuisance properties, where unsafe conditions exist or where crime repeatedly occur. Neighborhood Resource officers (NROs) work with neighbors to resolve various criminal issues, such as stolen vehicles, stolen property, guns, and drugs. NROs also work with Code Enforcement and City Legal to resolve issues.

The SPD South Precinct has been actively working 21 Chronic Nuisance properties so far in 2021. 13 of those properties have been resolved at this point. Almost all nuisance properties start out as nuisance calls and are ultimately resolved before being elevated to “chronic nuisance.” NROs resolve the vast majority of the problems without the properties being declared a chronic nuisance.



During the month of September, the South Precinct received 87 new referrals for problem addresses.

Crime Prevention Missions

- The South Precinct has been focusing on the Rockwood to 31st/Mt. Vernon to South Napa area, due to recent burglaries and vehicle prowls. The South Precinct is teaming up with patrol to look for suspicious behavior. There have been multiple officer-initiated checks and they have found it quiet.
- During the month of September, the South Precinct partnered with patrol to address parking complaints. 443 parking complaints were resolved over a three-week period. The latest weekly data showed that there were 207 vehicle complaints selected to address. Of those 207 complaints, 73 were closed (towed, ticketed; resolved without enforcement). 8 complaints had a status of In-Progress (had a 24 or 72 Hour Violation Impound notice). 126 were still open. Some officers shared that they conducted additional enforcement (tows, tickets) on vehicles not in their lists that they encountered while conducting the special. Totals for those are not in the above stats.

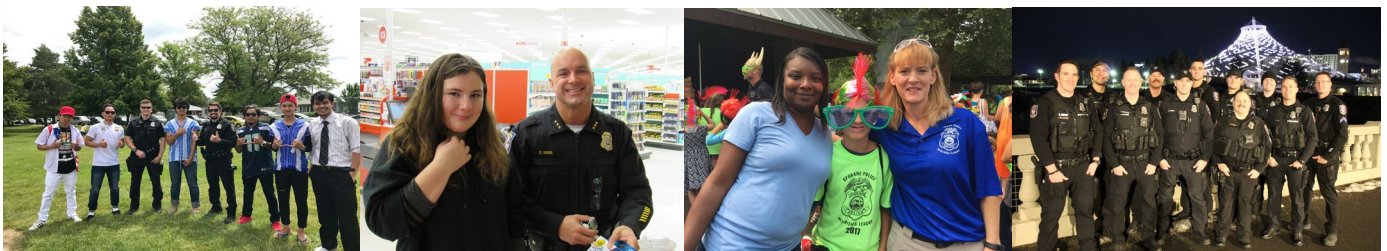
Shout Out to NRO Seth Berrow



Officer Berrow is pictured in uniform, at left.

I want to take a moment to give a shout out to Officer Seth Berrow. He is our neighborhood resource officer here in the Chief Garry Park neighborhood. I've had a few interactions with him in the neighborhood council. He's always eager to answer questions and keep us in the loop as to what's going on around here. He attends almost every neighborhood council meeting.

Recently I asked for his assistance with a nuisance vehicle with a nuisance family living in it about a half a block away from my house. He gave me guidance in getting my neighbors to call in and what he needed so he could take action. We emailed back and forth and I let him know when we all called in as well as sending him pictures. Once Officer Berrow got involved, the Suburban was gone within two weeks as of today. It had been there for over two months and we who live here have had to deal with them and their shenanigans. It's so nice to have them gone and also so nice to know we have an officer in our neighborhood who genuinely cares for the people who live here. I tip my hat to Officer Berrow and again to you for having such an amazing team of officers.



Outreach Update

The Community Outreach Unit Bids Farewell to Michael Schneider and Welcomes Sergeant Greg Rogan



Former Community Outreach Unit Sergeant Michael Schneider became the supervisor of the Special Victims Unit in Investigations. We appreciate all of his efforts during the COVID-19 restrictions to stay connected to the community. He continued to reach students and tried to fill in the holes caused by not being able to hold YPI sessions. Sergeant Schneider met with schools, Girl Scout troops, church youth groups, participated in Zoom sessions with the ARC of Spokane and Montessori school, participated in school food giveaways, and went on hikes and lunches with former YPI graduates. He also followed up with habitual runaway youth, in cooperation with

Investigations, in order to determine if there might be services available to them. Sergeant Schneider also collaborated with schools and nonprofits to identify children in need during the 2020 holiday season. He led the department's sponsoring of families. 22 different families were sponsored, impacting 113 individuals.

Sergeant Greg Rogan, pictured at left with Outreach Officers Graig Butler and Jen Kerns, is excited to lead the Community Outreach team. He has jumped in to help with the various outreach programs and activities.

He can be reached at

SPDCommunityOutreach@spokanepolice.org.

Recent Outreach Activities

Spokane County Interstate Fair

Touch-a-Truck

Spokane Juvenile Court Coordination of Services

PAL Boxing

Kids Meet and Greet with the Isaac Foundation

Refugee Connections

Big Brothers Big Sisters

Planning session with Juvenile Probation for future event "A Day with the Police"

Touch-a-Truck

SPD participated in Touch-A-Truck 2021 with Junior League Spokane at Spokane Community College. Kids were able to see all kinds of vehicles, from the SWAT Bearcat to the Oscar Meyer Weiner vehicle.



PAL Boxing

PAL Boxing is back in full effect! We meet every Tuesday at the Spokane Boxing Club (115 S. Jefferson) from 3:00-4:30 pm. We welcome youth between the ages of 12-17. We'd love to have them down to get a workout in with our officers! Please reach out to spdcommunityoutreach@spokanepolice.org for more information.



Faith & Blue

The Spokane Police Department and the Spokane Police Chaplaincy held a Faith & Blue event on October 9. The department recognized the winners of an essay contest during the event. Additionally, the department hosted a meet & greet and a car show/equipment exhibition. Food was provided compliments of the Spokane Police Foundation.



Above, Chief Meidl with the SWAT Bearcat, and Assistant Chief Justin Lundgren with community members. Scotty Nicol from the Mayor's Office is far left and City Administrator Johnnie Perkins is on the far right.



Above, youth with the Explosive Disposal Unit robot, service dog and volunteers from Lutheran Community Services Northwest.

For more information about the national Faith & Blue movement, visit www.faithandblue.org.

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Spokane Police Department
Subject:	SBO for FY21-22 Mental Health Team grant award
Date:	10/19/2021
Contact (email & phone):	Eric Olsen 835-4505 eolsen@spokanepolice.org
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Craig Meidl
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to recognize awarded WASPC funds for the staffing the Regional Mental Health Field Response Team.
Background/History: The City of Spokane Police Department along with Spokane County Sheriff's Office jointly applied and were subsequently awarded grant funding from WASPC for the continued operation of the Regions Mental Health Field Response Team. Spokane County was designated as the lead agency on the grant and the City received from through a Memorandum of Understanding.	
Executive Summary: <ul style="list-style-type: none"> • Total amount awarded to the City - \$833,433 • Grant period July 1, 2021 through June 30, 2022 • Funding provided salary & benefits for 6 full-time employees: <ul style="list-style-type: none"> ○ 1 Sergeant ○ 1 Mental Health Coordinator ○ 4 Police Officers 	
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: WASPC grant award 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:	

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

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$833,433
 - a. Revenue increase due to awarded grant funding through Spokane County toward the Spokane Regional Mental Health Field Response Team program grant
- 2) Increase appropriations by \$833,433
 - a. Increase in appropriations to be used towards funding 6 full-time SPD employees assigned to the Behavioral Health Unit
 - i. One Sergeant who will oversee the Unit
 - ii. One Mental Health Coordinator
 - iii. Four Police Officers

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the acceptance of grant funding for six SPD employees assigned to the Behavior Health Unit and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Hostage Negotiations Team Protective Equipment
Date:	10/19/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Assistant Chief Lundgren
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 purchase 14 personal safety equipment kits for the Hostage Negotiations Team (HNT) using the Law Enforcement & Criminal Justice Legislation Implementation funding.
<p>Background/History: The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$69,340.74 of this funding to purchase 14 personal safety equipment kits that includes, gas mask, level III armor, ballistic helmets, and communication headsets for HNT officers.</p> <p>RCW 10.120.020 (HB 1310) requires officers to “When possible, exhaust available and appropriate de-escalation tactics prior to using any physical force” which includes “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”. SPD embeds members of HNT with SWAT operators during armed conflicts to communicate with a subject and hopefully reach a peaceful surrender. HNT officers have advanced training in crisis negotiations and de-escalation techniques. Having these officers in close proximity to the subject along with SWAT officers is a critical component in SPD’s de-escalation process. This personal safety equipment would give HNT officers the same level of protection we provide our SWAT officers.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Approval to use Law Enforcement & Criminal Justice legislation implementation funds to purchase safety equipment for that Hostage Negotiations Team. <p>Budget:</p> <ul style="list-style-type: none"> Gas Masks \$993.43 ea. \$13,908.02 Total (tax incl.) Level III armor \$1,849.13 ea. \$25,887.82 Total (tax incl.) Ballistic helmet \$812.44 ea. \$11,374.16 Total (tax incl.) Communication Headsets \$1,297.91 ea. \$18,170.74 Total (tax incl.) 	
<p>Budget Impact:</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>	

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO _____

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 Public Safety & Judicial Grant funds, 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 Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

- 1) Increase revenue by \$69,341
 - a. \$69,341 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021
- 2) Increase appropriations by \$69,341
 - a. Increase in appropriations will be used to procure safety equipment for the Spokane Police Hostage Negotiation Team

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 procure additional safety equipment and tools to adhere to new state legislation and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

(Public Safety and Community Health)

Division & Department:	Fire and Fleet Services
Subject:	RENEWAL – Heavy Equipment Body Repair Services
Date:	11/1/2021
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and 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)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	Existing 3 yr. Master contracts (OPR 2018-0791) expire 11/30/2021
Outcome: (deliverables, delivery duties, milestones)	Body repair for Fire Department Heavy Apparatus and Fleet Services Heavy Equipment.
Background/History: Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. The renewal of these contracts will guarantee continued capacity to have equipment repaired in a timely manner, on an as-needed basis.	
Executive Summary: <ul style="list-style-type: none"> Timely - This is the first renewal of potentially two, one-year renewals of existing Master contracts with Fleet Painting and Kenworth Sales. Mission essential – Both contracts will ensure capacity for as-needed body repair of heavy duty equipment at Fleet Services and heavy apparatus at Fire. Fair and Competitive – The initial master contracts were based up receipt of two, competitive sealed bids. Cost – The primary master contract with Fleet Painting will not exceed \$450,000 annually. The secondary master contract with Kenworth Sales will not exceed \$50,000 annually. 	
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: SIP 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: None Known challenges/barriers: None	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Industrial Pretreatment Program Multijurisdictional Agreement (MJA) with Spokane County
Date:	October 25, 2021
Contact (email & phone):	Raylene Gennett rgennett@spokanecity.org (509) 625-7901
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for Industrial Pretreatment Program Multi-Jurisdictional Agreement (MJA) with Spokane County
Background/History: Both the City of Spokane and Spokane County NPDES permits require MJAs with any jurisdiction from which the parties receive wastewater. This updated Agreement describes how the parties will coordinate local pretreatment regulations and responsibilities.	
Executive Summary: <ul style="list-style-type: none"> In order to comply with NPDES permits, Publicly Owned Treatment Plants that accept wastewater from outside of their jurisdiction must establish legally binding procedures and agreements to ensure that industrial users of the sanitary sewer are subject to enforceable wastewater Pretreatment standards and requirements. This MJA outlines these procedures for both Spokane County's Regional Water Reclamation Facility and the City of Spokane Riverside Park Water Reclamation Facility since both parties receive wastewater flow from the other's regulatory area. The Agreement outlines Pretreatment implementation and enforcement authority between the two parties. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department 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:	

Multijurisdictional Agreement for Industrial Pretreatment Program between Spokane County and the City of Spokane

THIS MULTIJURISDICTIONAL AGREEMENT entered into by and between SPOKANE COUNTY, a Washington State political subdivision, whose business address is 1116 West Broadway Avenue, Spokane, Washington 99260, as “COUNTY”, and the CITY OF SPOKANE, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as “CITY”, hereinafter jointly referred to as “PARTIES”.

RECITALS

- A.** The City of Spokane (“CITY”) is required by federal and state law to implement and maintain an industrial pretreatment program (pretreatment program) in all jurisdictions which it serves or from which it accepts wastewater. The CITY operates a public sewer utility which includes areas within and outside the city boundaries (“CITY Service Areas”). The CITY regulates public health and safety and exercises local government police powers within its respective regulatory authority areas, as now or hereafter amended (“CITY Regulatory Areas”). The CITY’s regulatory area is its geographical City limits, as now or hereafter amended. The CITY owns and operates the Riverside Park Water Reclamation Facility (“RPWRF”).
- B.** Spokane County (“COUNTY”) is required by federal and state law to implement and maintain a pretreatment program in all jurisdictions which it serves or from which it accepts wastewater. The COUNTY operates a public sewer utility which includes areas inside and outside the city limits of CITY and other cities or towns (“COUNTY Service Areas”). The COUNTY regulates public health and safety and exercises local government police powers within its respective regulatory authority area, as now or as hereafter amended (“COUNTY Regulatory Areas”). The COUNTY’s regulatory area is unincorporated Spokane County, as now or as hereafter amended. The COUNTY owns and operates the Spokane County Regional Water Reclamation Facility (“SCRWRF”).
- C.** Current sewer service area boundaries of the Parties are defined and mapped in the 2014 Comprehensive Wastewater Management Plan (CWMP), as updated from time to time and incorporated into this Agreement as modified. The maps in Attachment 2 are representative of current service area boundaries for purposes of this Agreement.

- D.** The regulatory areas of other cities and towns in Spokane County are addressed as stated hereafter. In some places, the respective Service Areas may not be identical to the Regulatory Areas of a party. The purpose of this Agreement is to help coordinate the CITY and COUNTY pretreatment programs as required by federal and state regulatory agency requirements.
- E.** Pretreatment program requirements concerning this Agreement include but are not limited to 40 CFR 403.8 provisions referenced below, and state laws and regulations. The purpose of this Agreement is to address these pretreatment program requirements with respect to flows accepted by either Party. The PARTIES understand that neither party can accept wastewater without an actively enforced pretreatment program in accord with applicable federal and state requirements. Both CITY and COUNTY hold current National Pollutant Discharge Elimination System (NPDES) Permits. Because of the common interest in compliance with the NPDES permits, the PARTIES desire to mutually cooperate and coordinate their respective local pretreatment regulatory programs.
- F.** CITY and COUNTY have adopted parallel pretreatment ordinances in coordination for this purpose. The CITY's pretreatment ordinance as now or hereafter amended is contained in Spokane Municipal Code (SMC) chapter 13.03A. The COUNTY's pretreatment ordinance as now or hereafter amended is contained in Spokane County Code (SCC) chapter 8.03A. SCC chapter 8.03A and SMC chapter 13.03A are patterned after each other and after federal and state model ordinances.
- G.** Federal and state regulatory obligations are enforced as a requirement of the NPDES permit program regulating wastewater discharges into public waters administered by the Washington State Department of Ecology as a delegate agency of the US EPA. Both CITY and COUNTY hold these permits for their individual treatment facilities.
- H.** Additional regulatory requirements require generators of biosolids from the POTW to comply with 40 CFR, Part 503—Biosolids Rule, governing the use and disposal of municipal sewage sludge, and relevant State statutes.
- I.** The federal and state mandated local pretreatment regulatory program requires the CITY and COUNTY to implement and enforce a pretreatment program to control discharges from all "Industrial Users."
- J.** Except as otherwise required by the Washington State Department of Ecology, either the CITY or COUNTY may delegate regulatory functions for administration and management of regulatory programs or make mutual arrangements to manage them through interlocal cooperation agreements authorized by chapter 39.34 RCW.

Now, therefore CITY and COUNTY agree:

1. CONTRACT REPRESENTATIVES

CITY's representative is the Wastewater Director, at RPWRF located at 4401 Aubrey L. White Parkway, Spokane, Washington 99205. COUNTY's representative is the Water Programs Manager, at SCRWRF located at 1004 North Freya Street, Spokane, Washington 99202.

2. IMPLEMENTATION OF REGULATORY PROGRAMS

"POTW" stands for "Publicly Owned Treatment Works", as defined in 40 CFR 403.3. For purposes of this Agreement, flows to the RPWRF are referenced as "RP Flows". Areas from which RP Flows originate are referenced as "RP Flow Areas". For purposes of this Agreement, flows to the SCRWRF that could also flow to the RPWRF, are referenced as "SC Flows". Areas from which SC Flows originate are referenced as "SC Flow Areas".

Regardless of jurisdictional boundaries, industrial users must obtain discharge authorizations and / or Wastewater Discharge Permits from the sewer service provider. Any fees and/or costs will be assessed per the sewer service provider.

A. RP Flow Areas may be broken down further as:

1) ICR Area (inside CITY Service Area, and inside CITY Regulatory Area): CITY is responsible for Pretreatment program and enforcement:

These are areas inside the CITY Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. This point is also referred to as End of Pipe. The PARTIES agree that Spokane Municipal Code (SMC) chapter 13.03A governs the ICR Area and the CITY handles all aspects of the local pretreatment regulatory program for this Area.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

2) OCR Area (inside CITY Service Area, but outside CITY Regulatory Area): CITY is responsible for pretreatment program and handles enforcement up to court action:

- a. Where the End of Pipe location is inside the CITY Service Area but outside the CITY's Regulatory Area, the PARTIES agree that Spokane County Code (SCC) chapter 8.03A governs. An OCR Area may be inside the COUNTY Regulatory Area, or within some other incorporated city or town's Regulatory Area.

- b. Within the COUNTY Regulatory Area, the CITY will enforce the COUNTY ordinance, SCC chapter 8.03A, as now or hereafter amended and all aspects of the COUNTY's pretreatment regulatory program, and may be specially deputized by the COUNTY as may be necessary for this function. Any court action to enforce the COUNTY's pretreatment program will be brought in the name of the COUNTY by its legal counsel.
- c. Within the Regulatory Area of another city or town, the CITY will enforce the COUNTY pretreatment program as adopted by the Regulatory Area's local government, or if refused, the CITY may use any other lawful program. Any legal action must be brought in the appropriate court by the respective city or town attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

3) COS Area (inside County Service Area): COUNTY is responsible for pretreatment program:

In general, the COUNTY Service Area is comprised of three major sewer interceptor systems: NSI (North Spokane Interceptor), SVI (Spokane Valley Interceptor), and NVI (North Valley Interceptor). For the SVI and NVI, the COUNTY has contracted with Jacobs for long-term operations of the SCRWF, including pretreatment program support. The SCRWF generally serves COUNTY customers in the Spokane Valley Service Area. COUNTY's customers in the North Spokane County Service Area (served by the NSI) will continue to be served by RPWRF. The COUNTY, through its Director of Environmental Services, may use the CITY and/or qualified consultants or other pertinent resources of its choice to implement, administer and manage the requirements of the COUNTY's pretreatment program in the COS Area. Where desired, the COUNTY may accomplish this in pretreatment provisions of sewer connection agreements which the COUNTY may execute with other municipal corporations or sewer districts which discharge sanitary sewage to the COUNTY's POTW. In addition, the COUNTY will take emergency action for RP Flows to stop or prevent any known discharge which presents or may present an imminent danger to human health or welfare, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

B. SC Flow Areas may be broken down further as:

- 1) ICC Area (inside CITY Service Area, and inside CITY Regulatory Area, but connected in such manner that flows can be directed to/through the COUNTY's POTW to SCRWF, or RPWF): CITY is responsible for pretreatment program:** These areas are inside the CITY Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. SMC chapter 13.03A governs in the ICC Area, except in the cases where the SCC chapter 8.03A is more stringent. The CITY handles all aspects of the local pretreatment regulatory program for this Area.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

- 2) OCC Area (inside the CITY Service Area, but outside the CITY Regulatory Area, but connected in such manner that flows can be directed to/through the COUNTY's POTW to SCRWF, or RPWF): CITY is responsible for pretreatment program and handles enforcement up to court action:**

- a. Where the End of Pipe location is inside the CITY Service Area but outside the CITY's Regulatory Area, SCC chapter 8.03A governs unless other arrangements are approved by the CITY and COUNTY Wastewater Management Directors. An OCC Area may be inside the COUNTY Regulatory Area, or within some other incorporated city or town's Regulatory Area.
- b. Within the COUNTY Regulatory Area, the CITY will enforce SCC chapter 8.03A as now or hereafter amended and all aspects of the COUNTY's pretreatment regulatory program, and may be specially deputized by the COUNTY as may be necessary for this function. Any court action to enforce the COUNTY pretreatment program will be brought in the name of the COUNTY by its legal counsel.
- c. Within the Regulatory Area of some other city or town, the CITY will seek to enforce the COUNTY pretreatment program as adopted by the Regulatory Area's local government, or if refused, the CITY may use any other lawful program, but any legal action must be brought in an appropriate court by the respective city or town attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

- 3) COC Area (inside COUNTY Service Area and connected in such manner that flows can be directed to/through the COUNTY's POTW to**

SCRWRF, or RPWRF): COUNTY is responsible for pretreatment program:

Areas inside the COUNTY Service Area are referenced as “COC Areas”. COC Areas may discharge to either SCRWRF or to RPWRF through the COUNTY POTW. The COUNTY has contracted with Jacobs for long-term operations of the SCRWRF, including pretreatment program support. The SCRWRF generally serves COUNTY customers in the Spokane Valley (via SVI and NVI). COUNTY’s customers in the North Spokane County Service Area (via NSI) will continue to be served by RPWRF. The COUNTY, through its Director of Environmental Services, may use the CITY and/or qualified consultants or other pertinent resources of its choice to implement to administer and manage the requirements of the COUNTY’s pretreatment program in the COC Area. Where desired, the COUNTY may accomplish this in pretreatment provisions of sewer connection agreements which the COUNTY may execute with other municipal corporations or sewer districts which discharge sanitary sewage to the COUNTY’s POTW. In addition, the COUNTY will take emergency action for SC Flows to stop or prevent any known discharge that presents or may present an imminent danger to human health or welfare, that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or sludge contamination, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

3. WASTEWATER MANAGEMENT AGREEMENT; ORDINANCE COORDINATION

- A. Supersedes Prior Agreements.** This Agreement supersedes previous *Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane* dated January 14, 2013, and Amendments 3 and 4 of the City-County Wastewater Management Agreement originally dated December 22, 1980. In accord and pursuant to the terms contained within the Wastewater Management Agreement, the CITY will continue to accept COUNTY wastewater flows into the RPWRF (RP Flows). Correspondingly, the COUNTY will accept CITY wastewater flows into the SCRWRF (SC Flows). The COUNTY accepts responsibility to maintain an enforceable pretreatment program no less broad in scope as the CITY’s program and as approved by federal and state authorities in all COS and COC Areas. The CITY accepts equivalent responsibility for their ICC and OCC Areas regarding an enforceable pretreatment program.
- B. Ordinance Revisions.** Whenever the CITY revises its SMC chapter 13.03A in areas affecting the COUNTY’s program, it will work with the COUNTY and circulate a draft for proposed comments, and thereafter, forward a copy of the revisions to the COUNTY. The COUNTY will adopt revisions to its SCC chapter 8.03A that are

at least as stringent as those adopted by the CITY. The COUNTY will forward to the CITY for review its proposed revisions within ninety (90) days of receipt of the CITY's revisions. The COUNTY will adopt its revisions within ninety (90) days of receiving approval from the CITY of its content. The PARTIES envision that the COUNTY may periodically initiate technically-based amendments to its own SCC chapter 8.03A, but COUNTY agrees not to independently adopt modifications of its SCC chapter 8.03A without consultation with the CITY, and at least ninety (90) days written notice. These restrictions are to assist with reasonable coordination of programs and do not apply if either party faces significant adverse regulatory action or liability and must act to protect itself. The PARTIES agree to cooperate and coordinate promptly thereafter in the event of such emergency action.

- C. Local Limits.** The COUNTY will adopt and enforce pollutant-specific local limits to apply to the OCR, COS, ICC, OCC and COC Areas which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the CITY within ninety (90) days of the date of this Agreement. If the CITY makes any revisions or additions to its local limits, it will forward to the COUNTY a copy of such revision or additions within ninety (90) days of enactment thereof. The CITY will document the basis for revisions or additions and provide for COUNTY review. Within ninety (90) days of concurrence with the revisions or additions, the COUNTY will revise its own local limits to maintain either the same pollutant standards or more stringent standards than those enacted by the CITY.

4. COS/COC AREAS FURTHER PROVISIONS

- A. Industrial User Survey.** ICR, ICC, OCR and OCC Areas are addressed above as they pertain to flows from customers of the CITY. For the COS/COC Areas, the COUNTY will maintain current information on industrial users located in that area and share that information with CITY pretreatment staff annually. The COUNTY will update the industrial user survey for Industrial Users located in the COS/COC Areas. The COUNTY will forward a copy of this survey to the CITY. Whenever a new industrial user begins operations in the COS/COC Areas or any time an existing COS/COC Area industrial user increases its discharge by twenty percent (20%) or more, or changes its discharge, or any time it is requested by the CITY, the COUNTY will require that such industrial user respond to an Industrial User Questionnaire. The COUNTY will forward a copy of the completed questionnaire to the CITY for review within sixty (60) days or as otherwise arranged between the CITY and COUNTY Wastewater Utility Directors. Equally, the COUNTY may request same with the CITY for facilities in the CITY's ICC and OCC Areas.
- B. Records.** The COUNTY will provide the CITY access to all records or documents relevant to the pretreatment program for any industrial user located in the COS/COC Areas or discharging through the COUNTY POTW to the CITY. The COUNTY can make similar requests for industrial users in the CITY Service Area discharging to the COUNTY's POTW.

- C. Inspection/Sampling.** For COS/COC Areas, the COUNTY will inspect and sample all industrial users each year or more frequently as ordered by the Environmental Services Director. The COUNTY may use a qualified consultant to perform sampling and inspections. The COUNTY will provide notice to the CITY of scheduled inspections in COS/COC Areas for Users with the potential to discharge to RPWRF, providing the opportunity for the CITY to attend inspections as the CITY deems necessary. If an inspection in the COS/COC Area is in response to an emergency situation and notice is not possible, the COUNTY will make every effort to informally notify the CITY of the impending inspection so the CITY may attend. The COUNTY will forward copies of all inspection reports for users with the potential to discharge to RPWRF to the CITY within thirty (30) days of the inspection. The COUNTY will submit to the CITY its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency. Equally, the COUNTY may do same with the CITY for facilities in the CITY's ICC and OCC Areas.
- D.** The CITY may conduct inspections and sampling at any industrial user's facility located within the COS/COC Areas, as it deems necessary. Equally, the COUNTY may conduct inspections and sampling at any industrial user's facility located within the ICC/OCC Areas, as it deems necessary.
- E.** The COUNTY will issue permits and renewals to all industrial users required to be permitted under its SCC chapter 8.03A located in the COS/COC Areas. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitation, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by the CITY. Equally, the CITY shall do same for facilities in the CITY's ICC and OCC Areas.

CITY may continue to sample wastewater for analysis in the NSI, SVI and NVI. Flows from the NSI will continue to be treated solely at RPWRF. Flows from the SVI and NVI have the ability to be routed to either the RPWRF or the SCRWRF for treatment.

5. PERMIT COMPLIANCE IN COS/COC AREAS

- A.** For the COS/COC Areas, the COUNTY will require all significant industrial users to submit a completed permit application and Engineering Report not less than one hundred eighty (180) days prior to commencement of discharge, or one hundred eighty (180) days prior to permit expiration in the case of a permit renewal. The COUNTY shall draft the permit within sixty (60) days of receipt of a completed permit application. After reviewing the draft permit with the CITY, the COUNTY will forward the draft permit to the Department of Ecology. If the CITY requires

revisions to the draft permit, the revisions will be negotiated by the CITY and COUNTY. Once the Department of Ecology has reviewed and approved the draft permit, the COUNTY will issue the final permit. No permit will be issued if the CITY Wastewater Director objects.

- B.** The COUNTY will maintain a database of Discharge Monitoring Report data from each of the COUNTY's significant industrial users in the COS/COC Areas and submit a Compliance Results Report to the CITY, if requested.
- C.** The COUNTY will submit the Pretreatment Annual Report to the CITY to include the compliance status of each significant industrial user within the COS/COC Areas, and any enforcement response taken or anticipated. The report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions, where applicable.
- D.** The COUNTY will enforce the provisions of SCC chapter 8.03A and permits in the stated COS/COC Areas. In the event the COUNTY fails to take adequate enforcement action against noncompliant users in the COUNTY with the potential to discharge to RPWRF on a timely basis, the CITY may take such action on behalf of and as agent for the COUNTY.
- E.** Equally, the CITY shall address similar compliance activities in its ICC and OCC Areas with the potential to discharge to SCRWRF, and provide actions, submittals and/or documentation to the COUNTY upon request.

6. EMERGENCY ACTION: CITY NPDES PERMIT HOLDER (RPWRF)

- A.** The CITY may take emergency action, whenever it deems necessary, to stop or prevent any discharge that presents, or may present, an imminent danger to human health or welfare, or that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or biosolids contamination as these terms are understood in the pretreatment program. The CITY will provide informal notice to the industrial user and the COUNTY of its intent to take emergency action prior to taking action in the COS/COC Areas. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the CITY have been exercised.
- B.** The PARTIES understand that the CITY is the holder of the NPDES permit for the RP Flows and ultimately responsible to ensure compliance with NPDES permit requirements for these flows. The CITY reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

7. EMERGENCY ACTION: COUNTY NPDES PERMIT HOLDER (SCRWRF)

- A.** The COUNTY may take emergency action, whenever it deems necessary, to stop or prevent any discharge that presents, or may present, an imminent danger to human health or welfare, or that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or sludge contamination as these terms are understood in the pretreatment program. The COUNTY will provide informal notice to the industrial user and the CITY of its intent to take emergency action prior to taking action in the ICC and OCC Areas. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the COUNTY have been exercised.
- B.** The COUNTY is the holder of the NPDES permit for the SC Flows and ultimately responsible to ensure compliance with NPDES permit requirements for such flows. The COUNTY reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any such violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

8. INDUSTRIAL USERS IN COS/COC AND OCC AREAS IN OTHER INCORPORATED LOCAL GOVERNMENT REGULATORY AREAS

- A.** Before an industrial user located in the COS/COC Areas but another local government's Regulatory Area discharges into COUNTY's POTW, the COUNTY will enter into an agreement with the jurisdiction in which the industrial user is located to ensure an effective pretreatment regulatory program consistent with the existing CITY-COUNTY Model. The CITY will support and participate in this process as needed. The agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.
- B.** Before an industrial user located in the OCC Areas (another local government's Regulatory Area) discharges into CITY's POTW, the CITY will enter into an agreement with the jurisdiction in which the industrial user is located to ensure an effective pretreatment regulatory program consistent with the existing CITY-COUNTY Model. The COUNTY will support and participate in this process as needed. The agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.

9. CITY AND COUNTY PROGRAM EXPENSES

- A.** The COUNTY will reimburse the CITY for any expenses associated with pretreatment services, as listed in Attachment 1 or requested in writing by the COUNTY, within sixty (60) days of billing, supported by any information reasonably

requested by the COUNTY, for implementing, administering, managing the pretreatment program, and any enforcement actions in which the CITY has taken or is recommended against the COUNTY industrial users in the COS and COC Areas. Pretreatment costs will be based on reimbursement for all costs and expenses, including, but not limited to direct and indirect costs associated with the operations of the pretreatment program, to include without limitation, labor, materials, equipment, rental, and all out of pocket expenditures, plus all associated costs for administration and fringe benefits to labor, including but not limited to Social Security, retirement, industrial insurance, and medical aid, pro-rated sick leave, holidays and vacation time, and group medical and dental coverage, as well as other mandated expenses associated with employees.

- B.** The billing shall be submitted annually, on or before April 1, for services provided in the prior year. The COUNTY shall advise if it has any questions or needs further information within thirty (30) days. If a billing not subject to further question is outstanding for more than three (3) months, it shall accrue interest at the current local government investment pool rate until paid. A cover letter which summarizes each billing's services shall also be provided. Additionally, the CITY shall send the COUNTY a projected budget for the upcoming year on or before September 1 of each year.
- C.** The CITY will reimburse the COUNTY for any expenses associated with pretreatment services, as listed in Attachment 1 or requested in writing by the CITY, within sixty (60) days of billing supported by any information reasonably requested by the CITY, for implementing, administering, managing the pretreatment program and any enforcement actions in which the COUNTY has taken or is recommended against the CITY industrial users in the ICC and OCC Areas. Pretreatment costs will be based on reimbursement for all costs and expenses, including but not limited to direct and indirect costs associated with the Pretreatment Program operations, to include without limitation, labor, materials, equipment, rental, and all out of pocket expenditures, plus all associated costs for administration and fringe benefits to labor, including but not limited to Social Security, retirement, industrial insurance, and medical aid, pro-rated sick leave, holidays and vacation time, and group medical and dental coverage, as well as other mandated expenses associated with employees.

10. INDEMNITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S

duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, their officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

COUNTY initials

CITY initials

11. OTHER

- A.** If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B.** The PARTIES will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the PARTIES.
- C.** The Table provided in Attachment 1 summarizes the responsibilities covered by this Agreement at this time.

12. RCW 39.34.030 (3) and (4) ELEMENTS

- A. Duration:** Either party may terminate this Agreement in its sole discretion upon one hundred eighty (180) days written notice.
- B. Precise Organization:** Each party functions under its existing structures. No additional organizational structures are created.
- C. Purpose:** The purpose of this Agreement is to help the PARTIES coordinate their respective pretreatment regulatory programs, as further explained in Section 1.

- D. Budget and Financing: Each party retains sole control of all finance and budget items for its operations and functions. Charges for services are addressed in Sections 4C, 9 and 12F.
- E. Termination: Upon expiration or termination of this Agreement, each party retains control of its property. No joint property or jointly held assets or funds are contemplated.
- F. Administration: Each party has sole control of administering its utility service and regulatory programs, except any litigation must be handled by a legal representative of the party in whose regulatory area the action arises. Any fines or penalties are retained by the jurisdiction in whose name the action is brought. After payment of such amounts, any restitution ordered of costs incurred by the party administering the enforcement program will be distributed by the party bringing the enforcement action.

13. NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

COUNTY: Spokane County Chief Executive Officer or authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
808 West Spokane Falls Boulevard, Floor 5
Spokane, Washington 99201

14. COUNTERPARTS

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

15. ASSIGNMENT

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

16. RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

17. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

18. SEVERABILITY

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

19. HEADINGS

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

20. ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid

or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

21. 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, 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.

22. INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;

General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

Public Entity insurance requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under RCW 48.62.031 for Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the Entity, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the Entity and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or Entity.

As evidence of the insurance coverages required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Dated: _____

BOARD OF COUNTY
COMMISSIONERS
OF SPOKANE, COUNTY,
WASHINGTON

JOSH KERNS, Chair

ATTEST:
CLERK OF THE BOARD

MARY KUNEY, Vice Chair

Ginna Vasquez

AL FRENCH, Commissioner

Approved as to form:

Deputy County Prosecutor

Dated: _____

CITY OF SPOKANE

Mayor

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

Attachment 1

Summary of Responsibilities under Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane

Responsibility	City of Spokane	Spokane County
Spokane County Pretreatment Ordinance	<ul style="list-style-type: none"> ▪ Review Draft ordinance 	<ul style="list-style-type: none"> ▪ Maintain Ordinance at least as stringent as City ▪ Issue final ordinance after City review ▪ Obtain any regulatory agency approval necessary
Pretreatment Ordinance Modification by County	<ul style="list-style-type: none"> ▪ Forward any changes to City ordinance to County 	<ul style="list-style-type: none"> ▪ Revise to keep at least as stringent as City ordinance ▪ Obtain any regulatory agency approval necessary
Local Limits	<ul style="list-style-type: none"> ▪ Forward any changes to City local limits to County 	<ul style="list-style-type: none"> ▪ Maintain limits at least as stringent as City
Pretreatment Annual Report	<ul style="list-style-type: none"> ▪ City shall prepare annual RPWRF report for submittal to Ecology ▪ City will forward annual report to County 	<ul style="list-style-type: none"> ▪ County or designated consultant shall prepare and submit SCRWRF annual report to Ecology ▪ County will forward annual report to City
County Industrial User Survey for COS/COC Areas		<ul style="list-style-type: none"> ▪ Update continually ▪ Conduct survey and follow up on non-responses ▪ Forward latest version to City ▪ Make any changes as required by regulatory agencies
Permitting Process for COS/COC Areas	<ul style="list-style-type: none"> ▪ Review Draft permit prepared by County 	<ul style="list-style-type: none"> ▪ Send out surveys, permit applications, and classify Industrial Users ▪ Review permit application and prepare Draft permit ▪ Forward permit application to City for review ▪ Send Draft permit for Department of Ecology Review ▪ Publish and conduct Public Commentary of Draft permit ▪ Issue Final permit after Department of Ecology review ▪ Permit modification as needed

Responsibility	City of Spokane	Spokane County
Inspections, Sampling, Analysis of Users within COS/COC Areas	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary. City will give notice to County prior to inspections and sampling. ▪ City may perform duties at request of County ▪ County to give notice to City prior to inspections and sampling. City may attend at its discretion. 	<ul style="list-style-type: none"> ▪ County notifies City of scheduled inspections for Users with the potential to discharge to RPWRF ▪ County or designated consultant performs inspections, sampling, and analysis of Users in COS/COC Areas ▪ County distributes inspection and sampling reports ▪ County to forward inspection and sampling reports to City ▪ County to provide City with monthly compliance reports on each permitted User
Enforcement within County (COS/COC Areas)	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary ▪ City may perform duties at request of County ▪ City may recommend enforcement actions to the County 	<ul style="list-style-type: none"> ▪ County to perform enforcement tasks, or delegate to consultant ▪ Publish all out of compliance users as required by Federal Pretreatment regulations in local paper
Emergency Suspension	<ul style="list-style-type: none"> ▪ City may act as needed 	<ul style="list-style-type: none"> ▪ County may act as needed
Response to Production Changes or Changed Discharge		<ul style="list-style-type: none"> ▪ County to review and take appropriate action ▪ County to notify City of change and of action taken
ICR/ICC Inside City service and City regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority- City Ordinance ▪ Industrial User Survey ▪ Permitting (all aspects) ▪ Enforcement with City Ordinance ▪ Inspections 	
OCR/OCC Inside City service area but outside City regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority - County Ordinance ▪ Industrial User Survey ▪ Permitting (all aspects) ▪ Enforcement with County Ordinance ▪ Inspections 	

COS/COC inside County
service area

- Legal Authority - County Ordinance
- Industrial User Survey
- Permitting (All aspects not delegated to consultant)
- Enforcement with County Ordinance
- Inspections

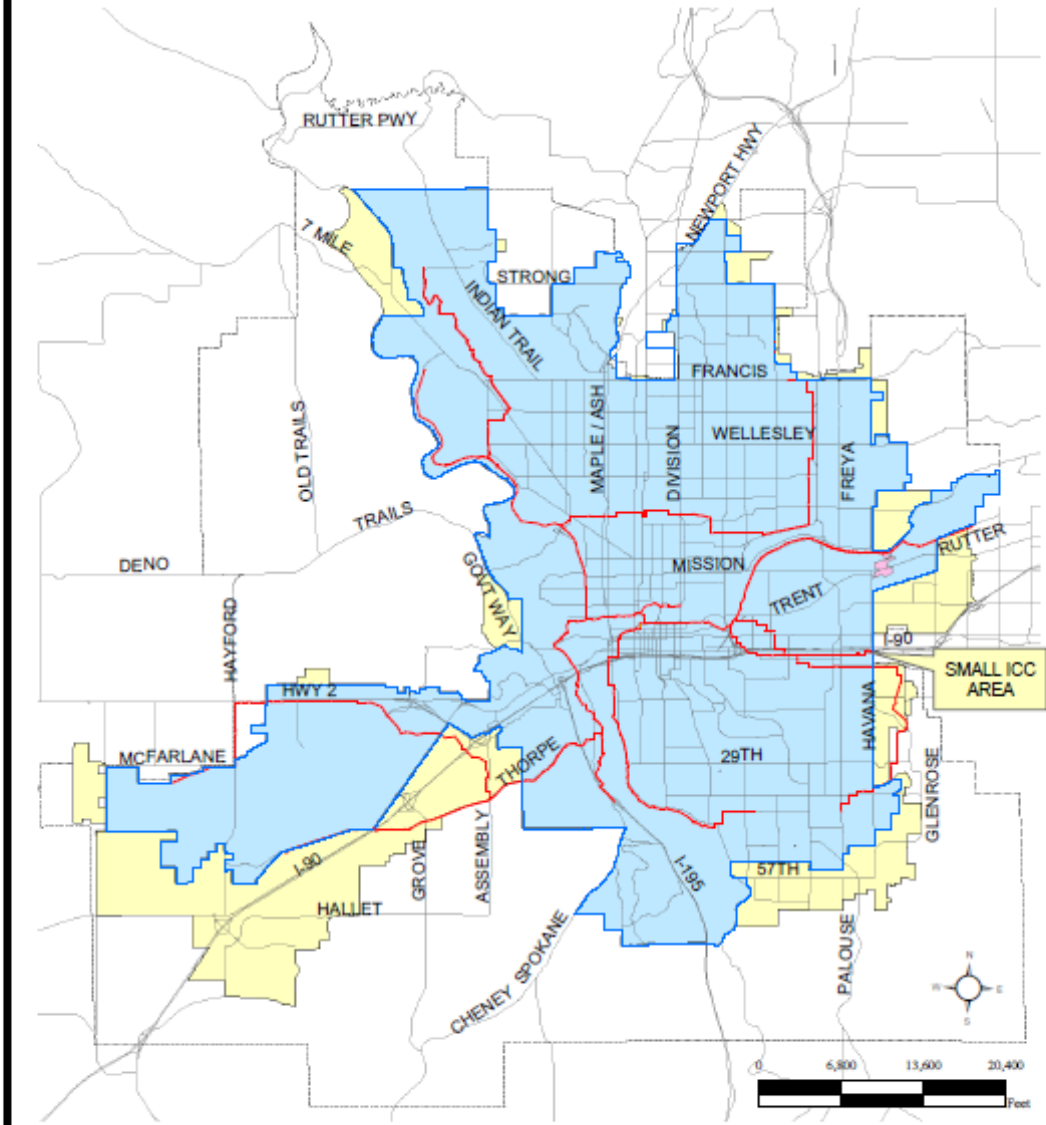
Summary of Responsibilities under Multijurisdictional Agreement for
Pretreatment Program between Spokane County and the City of Spokane

<i>FLOW AREA</i>	<i>PLANT</i>	<i>REGULATORY AREA</i>	<i>SERVICE AREA</i>	<i>IPP</i>	<i>ORDINANCE</i>
ICR	RPWRF	CITY	CITY	CITY	CITY
OCR	RPWRF	COUNTY	CITY	CITY / TO COURT ACTION	COUNTY
COS	RPWRF	COUNTY	COUNTY	COUNTY	COUNTY
ICC	RPWRF / SCRWRF	CITY	CITY	CITY	CITY
OCC	RPWRF / SCRWRF	COUNTY	CITY	CITY / TO COURT ACTION	COUNTY
COC	RPWRF / SCRWRF	COUNTY	COUNTY	COUNTY	COUNTY

Attachment 2 – Maps of regulatory areas

Current sewer service area boundaries of the Parties are defined and mapped in the 2014 Comprehensive Wastewater Management Plan (CWMP), as updated from time to time and incorporated into this Agreement as modified. The maps in Attachment 2 are representative of current service area boundaries for purposes of this Agreement.

ATTACHMENT "2A" **INDUSTRIAL PRETREATMENT PROGRAM** **SPOKANE COUNTY AND CITY OF SPOKANE**



Legend

— Interceptors

— Spokane City Boundary

— RPWRF Design Flow Area

Flow Areas

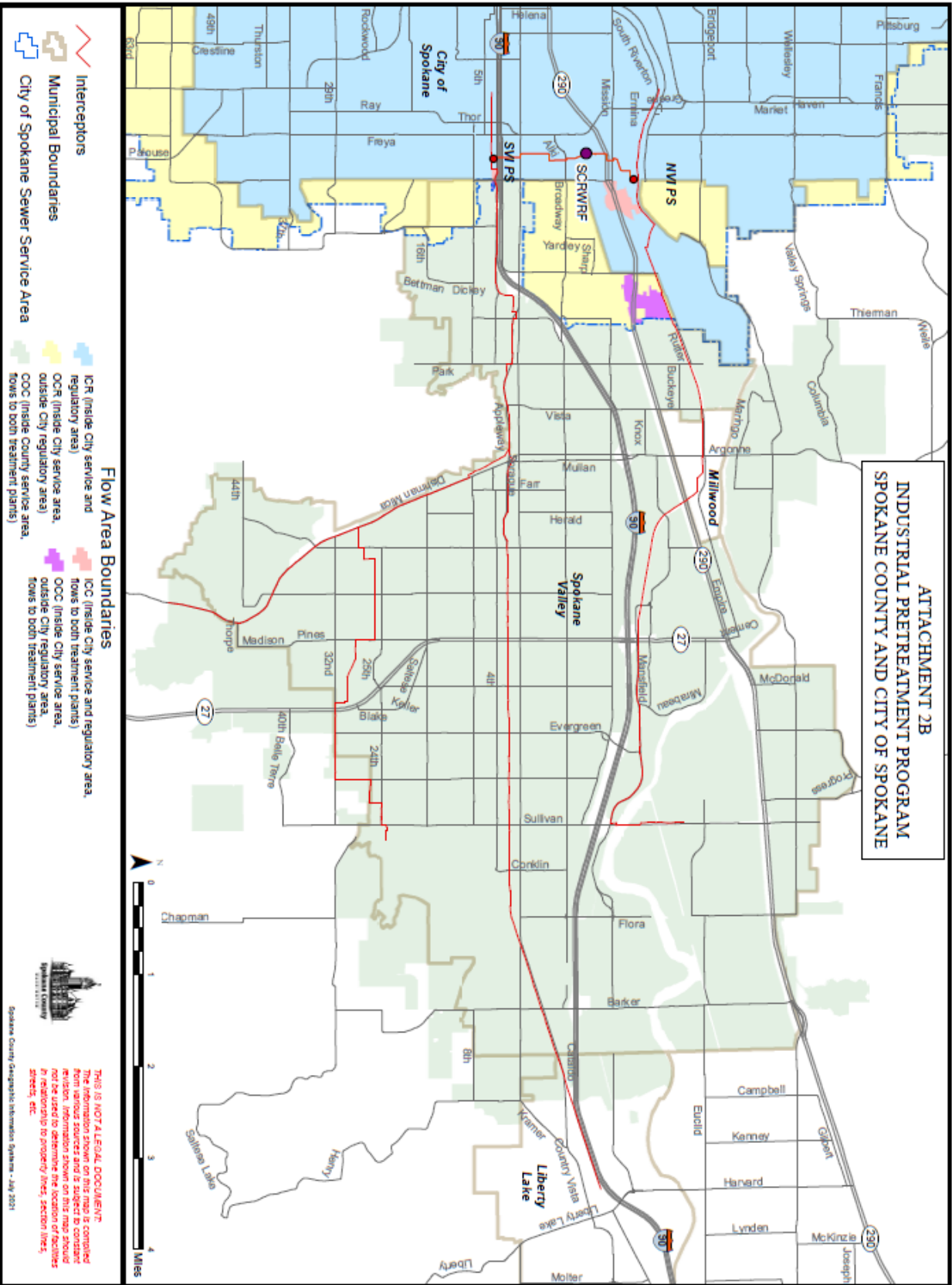
ICC

ICR

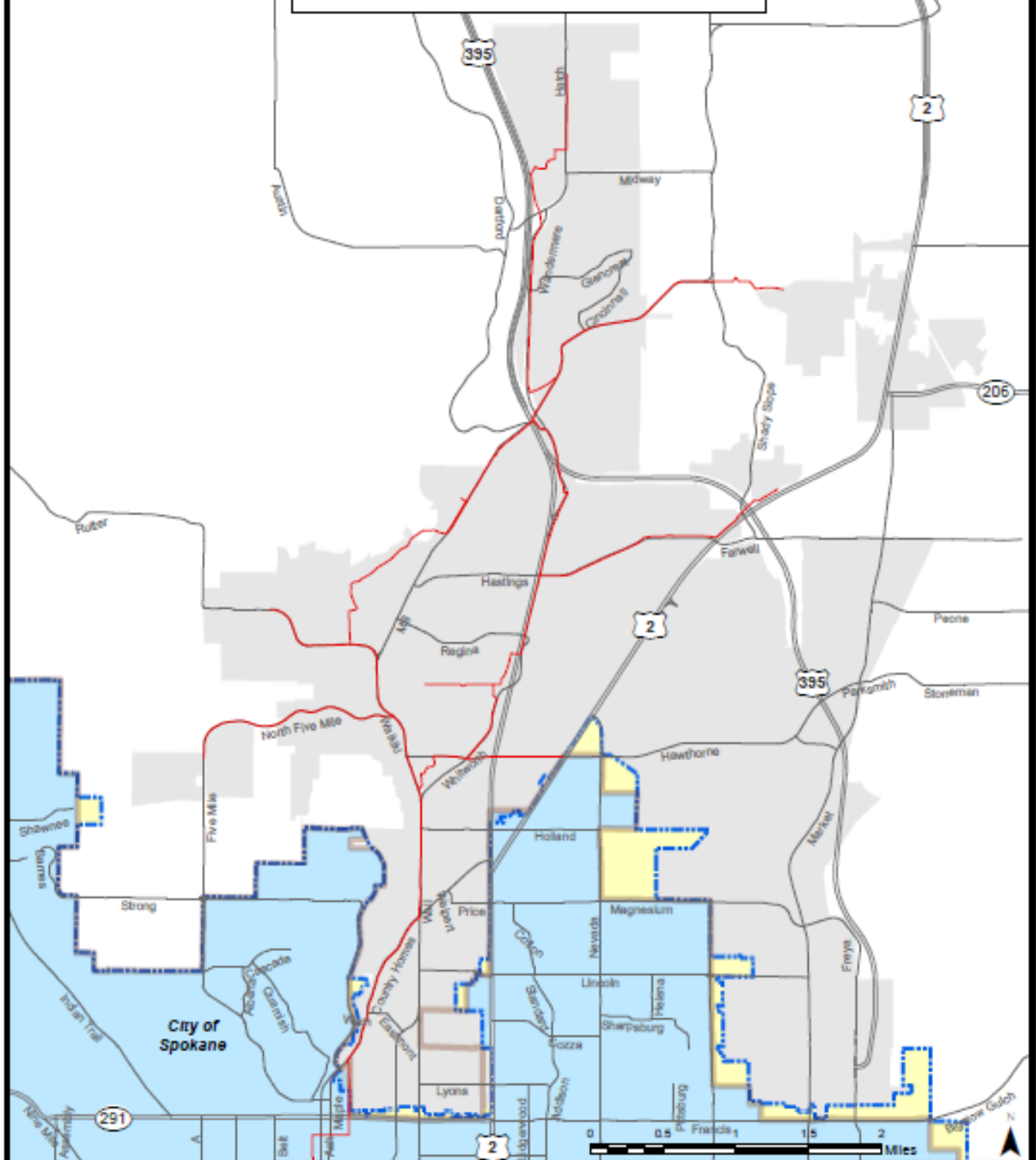
OCR



THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled
 from various sources and is subject to constant
 revision. Information shown on this map should
 not be used to determine the location of facilities
 in relationship to property lines, section lines,
 streets, etc.



ATTACHMENT 2C INDUSTRIAL PRETREATMENT PROGRAM SPOKANE COUNTY AND CITY OF SPOKANE



- Interceptors
- Municipal Boundaries
- City of Spokane Sewer Service Area

Flow Area Boundaries

- ICR (inside City service and regulatory area)
- OCR (inside City service area, outside City regulatory area)
- COS (inside County service area)



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Spokane County Geographic Information Systems - July 2021

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Public Rule – Industrial Pretreatment Program Fees
Date:	October 26, 2020
Contact (email & phone):	Raylene Gennett rgennett@spokanecity.org (509) 625-7901
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to update the Wastewater Treatment Facility Industrial Pretreatment Program Fees Public Rule
Background/History: The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2022.	
Executive Summary: <ul style="list-style-type: none"> • <u>Impact</u> – The new fees are higher than previous fees and in line with the expense incurred by the City • <u>Action</u> – Resolution to Adopt Public Rule to establish and update Pretreatment fees • <u>Funding</u> – N/A 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department 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:	

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____ LGL 2020-_____
TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES.	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A
Spokane Municipal Code (SMC) Chapter 13.03
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977
– 33 USC section 1251 et seq.
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403
Chapter 90.48 RCW
Chapter 173-216 WAC
EPA Region 10 Model Ordinance for Pretreatment Programs
Enforcement Response Plan located at RPWRF
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

6.3 Fees and Charges:

6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.

6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).

6. 3.3 Publication of significant non-compliance notice: Costs as billed

6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.

6. 3.5 Processing fee for NSF checks: As set by City Treasurer.

6. 3.6 Administrative penalty: Five hundred dollars (\$500).

6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

8.1 Appendix A – RPWRF Pretreatment Fees

8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

APPENDIX A

RPWRF - PRETREATMENT FEES

Pretreatment Fee	Dollar Amount
SIU Permit Issuance	9565 / 5 years
SIU Permit Renewal	6391 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	4654
Other Inspection	Chemist - time basis
SIU Sampling	970
Other Sampling	Lab Tech - time basis
IDA Issuance	582
IDA Renewal	317
IDA Inspection	317
NSCIU Inspection	317
Violation Publication Fee	256
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

Laboratory Analysis Fee	Dollar Amount
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	57
Standard Methods 4500 P Phosphorus, Total	12
Standard Methods 2540D - Total Suspended Solids (TSS)	19
Standard Methods 4500 - pH	32
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	46
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	18
EPA Method 200.7 - Metals, Total (by ICP) - per metal	12

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Tire Services Contract Renewal
Date:	November 1, 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 Tire Services Contract with Wingfoot Commercial Tire Systems, LLC for one year, using Washington State Contract 00519 for a yearly amount of \$150,000.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Tire Service contract will provide timely tire services to all city vehicles. <u>Action</u> <ul style="list-style-type: none"> Recommend approval of a renewal contract for Tire Services. <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:	City Prosecutor's Office
Subject:	SBO for personnel funds budget transfer
Date:	October 21, 2021
Author (email & phone):	Mike Ormsby, mormsby@spokanecity.org 509-625-6287
City Council Sponsor:	Councilwoman Lori Kinnear
Executive Sponsor:	Mike Ormsby
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	\$28,000 Budget Transfer from Assistant Prosecutor personnel to Interpreters \$13,000 from 0500-11220-15300-07700 (Assistant Prosecutor) \$15,000 from 0500-15100-15300-07700 (Assistant Prosecutor) Transfer in full to 0500-15100-15300-54210 (Interpreters)
Strategic Initiative:	n/a
Deadline:	immediate need
Outcome: (deliverables, delivery duties, milestones to meet)	Approve SBO for budget transfer.
Background/History: The City Prosecutor's office is required to provide interpreters for non-English speaking defendants. Many interpreters have begun charging a two-hour minimum for services and this has resulted in a budget deficit for 2021. Additional funds for this line item have been requested and approved for the 2022 budget. The Prosecutor's office had two employees on leave for a portion of this year which resulted in an estimated \$28,000 surplus of salary funds. This request is to perform a budget transfer and utilize unused personnel funds to offset interpreter expenses.	
Executive Summary: Seeking approval for \$28,000 budget transfer to avoid deficit on City Prosecutor's Interpreter line item.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Operating Xfer In from Criminal Justice Assistance Fund n/a Other budget impacts: (revenue generating, match requirements, etc.) n/a	
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: none Known challenges/barriers: Known challenges/barriers: none	

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 Legal Fund - City Prosecutor's Office budget, 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 Legal Fund, and the budget annexed thereto with reference to the Legal Fund, the following changes be made:

- (1) Decrease the appropriation for Assistant Prosecutor by \$28,000.
- (2) Increase the appropriation for the Interpreter Costs by \$28,000.
- (3) There is no change to the appropriation level in the Legal Fund.

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 cover increased interpreter costs in 2021, 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:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

AUTHORIZATION FOR BUDGET TRANSFER

(SMC 7.09)

No. _____
Date 10/19/2021

TO: Budget Control

You are hereby authorized to effect the following transfer of budget appropriations in:

Fund Name		<u>Legal</u>		Fund	Dept. No.	<u>0500</u>
FROM:	Dept. No.	0500	Dept. Title	Legal		
Prog	Func	Type	Type Title		Amount	
11220	15300	07700	ASSISTANT PROSECUTOR		13,000	
15100	15300	07700	ASSISTANT PROSECUTOR		15,000	

					<u>28,000</u>	
TO:	Dept. No.	0500	Dept. Title	Legal		
Prog	Func	Type	Type Title		Amount	
15100	15300	54210	INTERPRETER COSTS		28,000	

28,000

Reason for Transfer: to cover increased interpreter costs in 2021.

Requested By: Michael Ormsby APPROVED: _____
Department Head FINANCE/BUDGET APPROVAL

TESLA PILOT PROGRAM

October 2021



TESLA PILOT PRESENTATION

In the fall of 2020, the City of Spokane decide to purchase two Tesla Model Y's in accordance with RCW 43.19.648. RCW states

- all state agencies, to the extent determined practicable by the rules adopted by the department of commerce pursuant to RCW 43.325.080, are required to satisfy one hundred percent of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuel. Compressed natural gas, liquefied natural gas, or propane may be substituted for electricity or biofuel if the department of commerce determines that electricity and biofuel are not reasonably available

Total Cost of Ownership



	K8A ICE		K8A Hybrid		Tesla Model Y	
Years of Service	4 years		4 years		4 years	5 years
Make	Ford		Ford		Tesla	Tesla
Mileage/Hours	100,000		100,000		100,000	120,000
Purchase Cost	\$44,977.60		\$49,516.17		\$56,014.15	\$56,014.15
Est. Maint. Cost	\$7,511.83		\$7,511.84		\$4,132	\$4,957
Est. Fuel	\$27,002		\$19,696		\$8,842	\$10,610
Total Cost of Ownership	\$79,491.80		\$76,723.82		\$68,987.82	\$71,581.15
Cost Per Mile	\$0.79		\$0.77		\$0.69	\$0.60



Cost Per Mile





Total Employee Evaluation Scores

	K8A	Hybrid	Tesla
1. General overall experience?	8.3	9.0	7.3
2. Steering and braking?	7.8	8.5	8.0
3. Suspension?	8.3	8.5	8.0
4. Storage?	9.0	9.0	6.3
5. Reliability?	7.8	9.5	5.0
6. Safety?	9.0	9.0	6.7
7. Comfort/Ergonomics?	8.0	9.0	5.7
Total Employee Evaluation Score	58	62.5	47

Vehicle comparison

K8A Hybrid Tesla

1. General overall experience?

7. Comfort/Erogonomics?

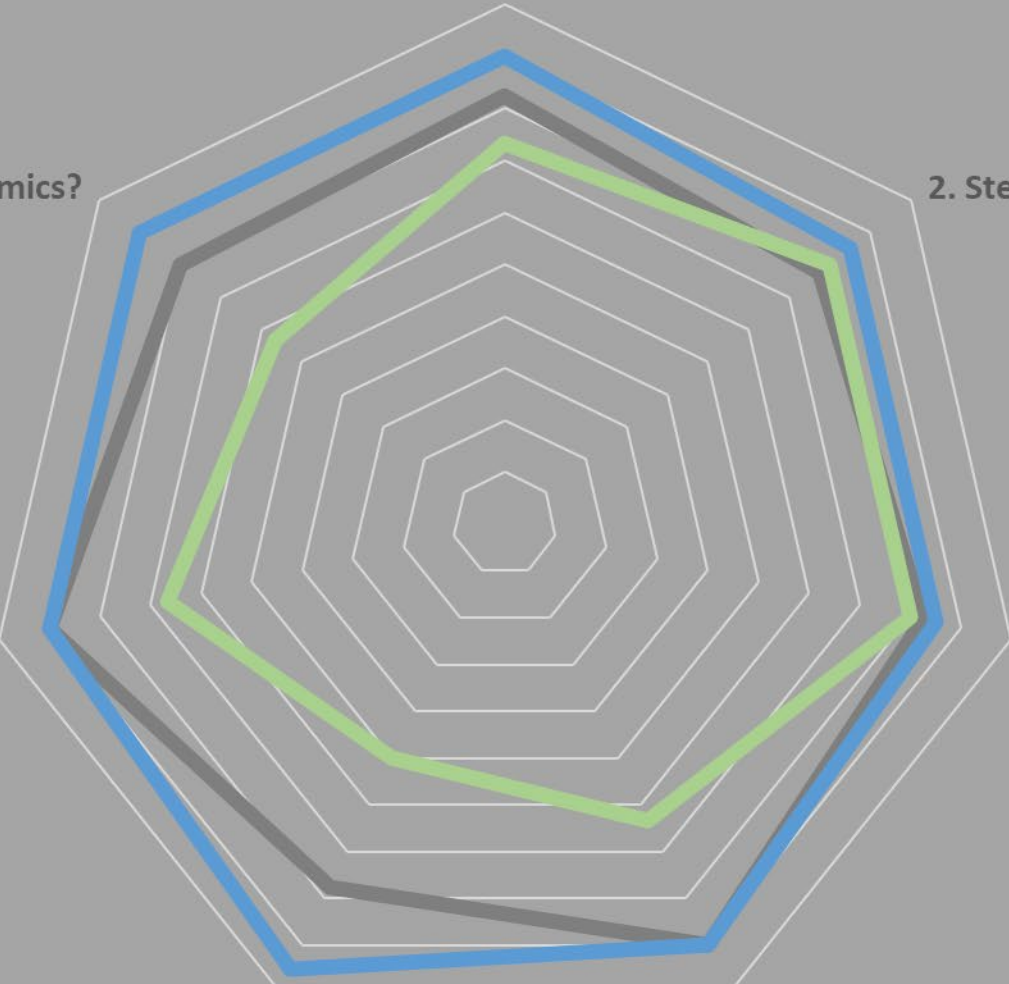
2. Steering and braking?

3. Suspension?

4. Storage?

5. Reliability?

6. Safety?



Tesla Rollout Risk Register

- Unknown factors regarding Tesla operating costs
 - Cost of commissioning
 - Collision damage & unplanned maintenance
 - Vehicle downtime for maintenance
 - Charging time & location
 - Infrastructure

QUESTIONS?



SPOKANE
POLICE

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Spokane Police Department
Subject:	2022 Ammunition Order (practice and duty ammunition)
Date:	10/20/2021
Author (email & phone):	Jacqui MacConnell, jmacconnell@spokanepolice.org , 625-4109
City Council Sponsor:	Michael Cathcart
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	RFQ#5494-21
Strategic Initiative:	
Deadline:	
Outcome:	Request for one year value blanket for the 2022 ammunition order from both San Diego Police Equipment and Dooley Enterprises with 4 annual renewal options. Total estimate for 2022 is \$175,000 for both companies.
<p><u>Background/History:</u></p> <p>In 2021 Spokane Police sent out a request for bids for ammunition – RFQ5494-21. San Diego Police Equipment won the bid for our duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won the bids to provide ammunition to the department for a year with an option to purchase from each company for another four years.</p> <p>We are increasing the amount of money we are asking for due to the increase in the price of ammunition.</p>	
<p><u>Executive Summary:</u></p> <p>2022 ammunition order for the Spokane Police Department is based off the data from the amount of ammunition that was consumed in 2020 and 2021 thus far, current inventory and the anticipated needs for 2022.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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:</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: Known challenges/barriers:</p>	

Worksheet					
Extended Price Analysis					
Reference Number	Description	Type	UOM	Quantity	Extended Estimate
Bid Price Ratio					
Total Extended					
.380 Caliber					
#1	Speer Gold Dot .380	Base	Case	1	
#2	95 grain FMJ	Base	Case	1	
#3	.380 ACP Frangible	Base	Case	1	
.38 Caliber					
#1	Speer Gold Dot 38+P 135 grain	Base	Case	1	
#2	.38 130 grain FMJ	Base	Case	1	
9mm					
#1	Speer Gold Dot 147 grain	Base	Case	1	
#2	147 grain FMJ	Base	Case	1	
#3	100 grain Frangible	Base	Case	1	
.40 Caliber					
#1	Speer Gold Dot 180 grain	Base	Case	1	
#2	180 grain FMJ	Base	Case	1	
#3	125 grain Frangible	Base	Case	1	
.45 Caliber					
#1	Speer Gold Dot 230 grain	Base	Case	1	

#2	230 grain FMJ	Base	Case	1	
#3	155 grain Frangible	Base	Case	1	
.223 Caliber					
#1	Federal Tactical Bonded Soft Tip 55 grain	Base	Case	1	
#2	55 grain FMJ	Base	Case	1	
#3	42 grain Frangible	Base	Case	1	
.308 Caliber					
#1	Federal 168 grain Tactical Tip Matchking	Base	Case	1	
#2	Federal 168 grain Tactical Bonded Tip	Base	Case	1	
12 gauge					
#1	Federal controlled flight 00 Buck	Base	Case	1	
#2	71.2 shot	Base	Case	1	
#3	1 ounce slugs	Base	Case	1	
FX Marking					
#1	.38 Simunition Training Ammo	Base	Case	1	
Cartridges					
#1	Speer 9mm Force on Force	Base	Case	1	

chris@dooleyenterprises.com	San Diego Police Equipment Co Inc
100%	20.33%
\$1,671.00	\$8,217.97
\$0.00	\$475.10
\$259.00	\$309.54
\$0.00	\$468.80
\$0.00	\$419.20
\$276.00	\$378.35
\$0.00	\$389.22
\$228.00	\$232.40
\$0.00	\$419.50
\$0.00	\$409.21
\$251.00	\$311.95
\$0.00	\$441.20
\$0.00	\$448.55

\$283.00	\$351.80
\$0.00	\$571.42
\$0.00	\$234.19
\$374.00	\$211.90
\$0.00	\$331.18
\$0.00	\$479.85
\$0.00	\$331.20
\$0.00	\$158.40
\$0.00	\$72.94
\$0.00	\$155.82
\$0.00	\$334.15
\$0.00	\$282.10

Briefing Paper

(Public Safety & Community Health)

Division & Department:	Municipal Court & Community Justice Services
Subject:	SBO – Interlocal Joint Use Agreement with Spokane Count
Date:	November 1, 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:	11/30/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Will permit the Court and Community Justice Services to pay their respective 2020 invoices for joint use space recently received from Spokane County.
Background/History: Due to the delayed invoicing cycle from Spokane County and the manner the City uses those invoices to project the Court's and Community Justice Service's annual budget for space in County facilities, each year the Court and Probation must identify funds in their respective budgets to fill the deficiency in funds budgeted for joint use rent expenses.	
Executive Summary: The Court and Community Justice Services requires additional funds to adjust for an unbudgeted deficit in funds available to pay invoices from the Spokane County for 2020 joint use space in the Public Safety Building and Courthouse Annex. SBO transfers will include: Probation: \$12,545: From – 0690-16100-23300-09540-99999 Probation Officer 1 To – 0690-16100-23500-54501-99999 Operating lease Muni Court: \$75,000: From – 0560-13100-12500-00120-99999 Court Clerk I To – 0560-13100-12500-54501-99999 Operating lease	
Budget Impact: No impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
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: None Known challenges/barriers: Adjusting City budgeting process so this ceases reoccurring on an annual basis.	