

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING
AGENDA FOR MONDAY, DECEMBER 6, 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 December 6, 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

- [November 1, 2021 PSCHC Meeting](#)

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

1. [OPO Monthly Update – October 2021](#)
2. [Photo Red Update \(SPD\)](#)
3. [December Strategic Initiatives Report \(SPD\)](#)
4. [2021 3Q Forfeiture Proceeds and Expenditure Report \(SPD\)](#)

IV. Consent Agenda – Briefing Papers Only, No Discussion

1. [Photo Speed Expansion \(SPD\)](#)

V. Strategic Plan Session – Safe & Healthy

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

VI. Discussion Items

1. Staff Requests
 - [Agreement with SREC for CAD and IT Reimbursement – Jay Atwood \(10 minutes\)](#)

- Contract Renewals with SNAP for Essential Repair and Single-Family Rehabilitation Programs – George Dahl (15 minutes)
- Update on Office of Civil Rights – Jerrall Haynes & Carly Cortright (15 minutes)
- Extension of Interlocal Agreement with Spokane County Treasurer for Processing Payments of Utility Bills – Marlene Feist (5 minutes)
- Absolute Drug Testing (ADT) Contract Extension for Drug Testing – Michael Diamond (5 minutes)
- Approval of Contract Amendments for Special Counsel Contracts – Mike Piccolo (5 minutes)

2. Council Requests

- C.O.P.S. Update – Patrick Striker (15 minutes)
- CHHS Update – Eric Finch (10 minutes)

VII. State Legislative Update (as needed)

VIII. Adjournment

Next Committee meeting will be held on January 10, 2022

Public Safety & Community Health Committee

Meeting Minutes – November 1, 2021

Call to Order: 1:16 PM

Attendance:

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

Staff/Others Present: City Administrator Johnnie Perkins, Mike Ormsby, Assistant Chief Justin Lundgren, Eric Olsen, David Singley, Michael McNab, Nate Spiering, Rick Giddings, Jacqui MacConnell, Chief Brian Schaeffer, Howard Delaney, Brian McClatchey, Jacobbe Byrd, and Hannahlee Allers.

Approval of October 4, 2021 minutes: Motion to approve by CM Beggs; M/S by CM Mumm. The committee approved the minutes from the October 4, 2021 PSCHC meeting unanimously.

CONSENT AGENDA ITEMS

Monthly Reports:

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

Consent Agenda Portion:

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)

STRATEGIC PLANNING SESSION

Strategic Priority: Integrated 911/Dispatch

NONE

Strategic Priority: Integrated Response

NONE

Strategic Priority: Criminal Justice Reform

- Sgt. Spiering K-9 Update

Sgt. Spiering updated Council on K-9 deployments since August 2021. He provided narrative explanations for deployments and contacts. CM Kinnear asked if deployments are up. Sgt. Spiering said that while the deployment number is higher, the contact ratio is lower.

Strategic Priority: City-Wide Clean & Safe

NONE

DISCUSSION ITEMS

Staff Requests:

Tesla Pilot Program Presentation – Major McNab & Rick Giddings (15 minutes)

Rick Giddings from the Fleet Department gave a presentation on the Tesla Pilot Program. Mr. Giddings gave some background on the purchase of the two Tesla Model Ys that are currently in the process of being commissioned for SPD use. The presentation compared the total cost of ownership, cost per mile, total employee evaluation scores, and an overall vehicle comparison. Mr. Giddings talked about unknown factors regarding Tesla operation costs, including cost of commissioning, charging time and location, etc. Mr. Giddings talked about some of the initial perceived downsides to the Tesla Model Ys but emphasized that some of the comparisons between the Tesla Model Ys and the vehicles SPD currently uses are speculative, since the Tesla vehicles are not yet fully deployed within SPD. CM Mumm asked if any of the Model Ys are anticipated to be take home vehicles and if so there will need to be changing infrastructure installed at officers' homes. Assistant Chief Lundgren said that right now SPD is hoping to use these as hot seat vehicles that wouldn't be taken home. CM Mumm asked if it's possible that these vehicles are used for other purposes than patrol. Chief Lundgren said that that's a possibility to use different vehicles for different purposes. CM Mumm highlighted the national safety rating of Tesla vehicles. Mr. Giddings confirmed that the Tesla vehicles are rated highly for safety but there might be some perceived safety issues beyond protection in a collision. Chief Meidl said that he has heard issues with the internal dynamics of the vehicle. CM Cathcart asked if a different brand of electric vehicle would work better for SPD. Mr. Giddings said the Mustang Mach E is the only other viable option on the market right now. He said that they are hoping that an option, like the Ford K-8, that is fully electric and ready made for police use will come online soon.

SPD 2022 Ammunition Order (Practice and Duty Ammunition) – Jacqui MacConnell (5 minutes)

Jacqui MacConnell briefed Council on a 175,000 request for ammunition purchase for 2022 ammunition – both training and duty ammunition. CM Wilkerson asked what the breakdown of training vs. frontline ammunition is. Ms. MacConnell said the majority will be for practice ammunition. CM Kinnear asked if it's possible to use blanks for practice. Ms. MacConnell said no, it is very important that officers can practice and that there is evaluation of officers shooting rounds on a target.

SBO – Interlocal Joint Use Agreement with Spokane Count – Howard Delaney (5 minutes)

Howard Delaney briefed Council on the delayed invoicing cycle from Spokane County and the manner in which the City uses those invoices to project the Court's and Community Justice Service's annual budget for space in County facilities. He said that 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. This SBO is 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.

Council Requests:

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

CM Mumm said she had a great on-site meeting recently with City staff and neighbors regarding a potential interlocal agreement with Fire District 9 to provide shared services on top of 5 mile that would have quicker response all down 5 mile. She said this model has been implemented in other places in Washington and Oregon. CM Mumm said that there may need to be an SBO to fund this initiative. City Administrator Johnnie Perkins said that there will be more to come on this topic in the not-too-distant future. CM Cathcart said it might be worth looking at this issue more holistically. CM Mumm said that this is a little different model and that this could be co-staffing and cost-sharing between two different fire districts. CM Mumm also emphasized that this is the worst point of fire response in the City. CM Wilkerson asked how this partnership connects with the upcoming SFD overtime study. CM Mumm said that this is more of a separate, operational issue. CM Stratton asked CM Mumm to share some of the response times with Council. CM Mumm said that she would and that some of the response times were well over 10 minutes.

State Legislative Update:

NONE

ADMINISTRATION REQUESTS:

NONE

Action Items: NONE

Executive Session: NONE

Adjournment: CM Kinnear adjourned the meeting at 1:51 PM. The next PSCHC meeting will be held Monday, December 6, 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

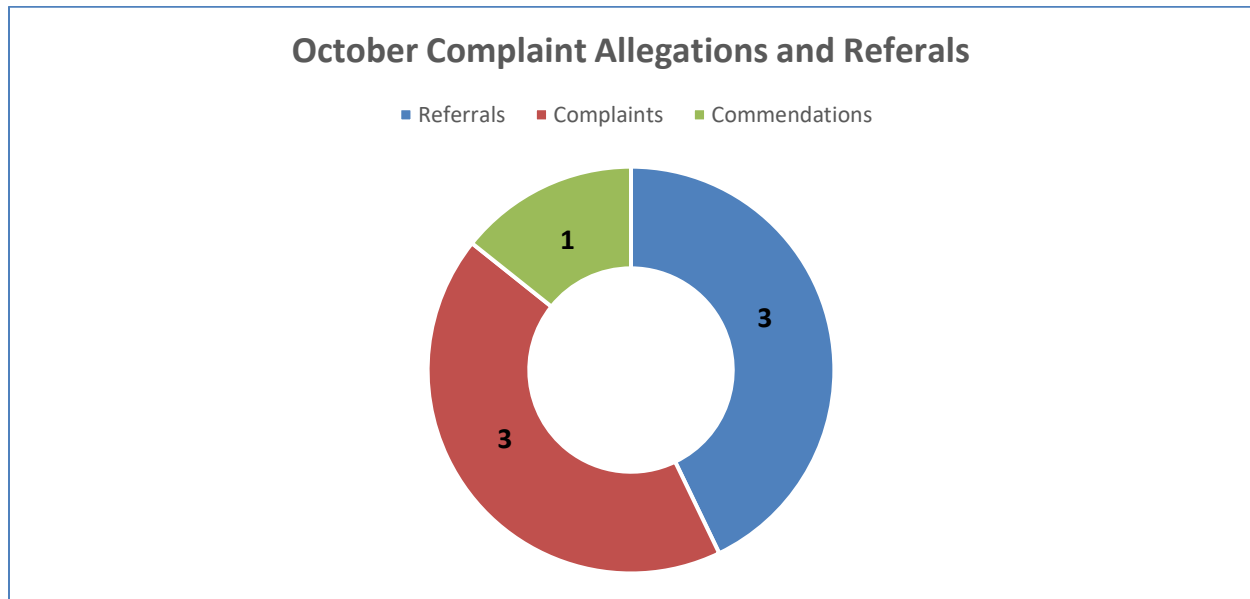


Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: October 1-31, 2021

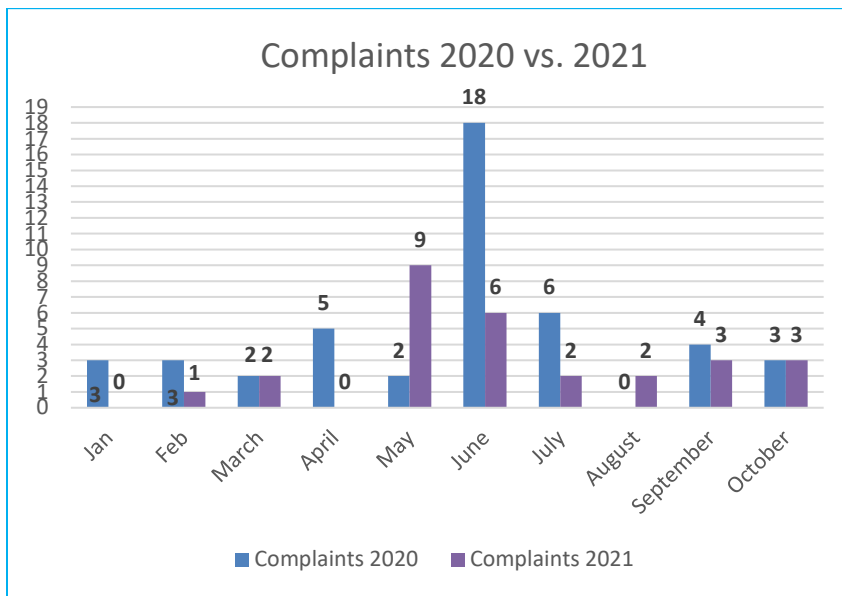
Complaints/Referrals/Contacts



Highlights:

In October, the Office of the Police Ombudsman (OPO) submitted 3 complaints, 2 referrals and 1 Commendation to the Spokane Police Department's (SPD) Internal Affairs (IA). Additionally, 1 referral was submitted to Spokane County Sheriff's Office.

- OPO 21-30: A community member alleged that they were falsely arrested for DV and that during the process, they were denied medical care.
- OPO 21-31: A community member submitted a commendation regarding an officer who stopped traffic to help a stranded turkey.
- OPO 21-32: A community member was frustrated that while they watched a former employee break into their business, an officer allegedly said that it was the other persons word against theirs and then blamed them because they were worked up.
- OPO 21-33: A complaint was submitted regarding a potential Disclosure of Confidential Information by members of the SPD.
- ER 21-59: A complaint came in regarding a lack of response for a stolen vehicle. This was referred to Spokane County Sheriff's Office.



YTD Complaint Comparison

The OPO saw a consistent intake of complaints in October 2021 (3) compared to October 2020 (3).

Overall complaints are down YTD (28) Compared to 2020 (45).

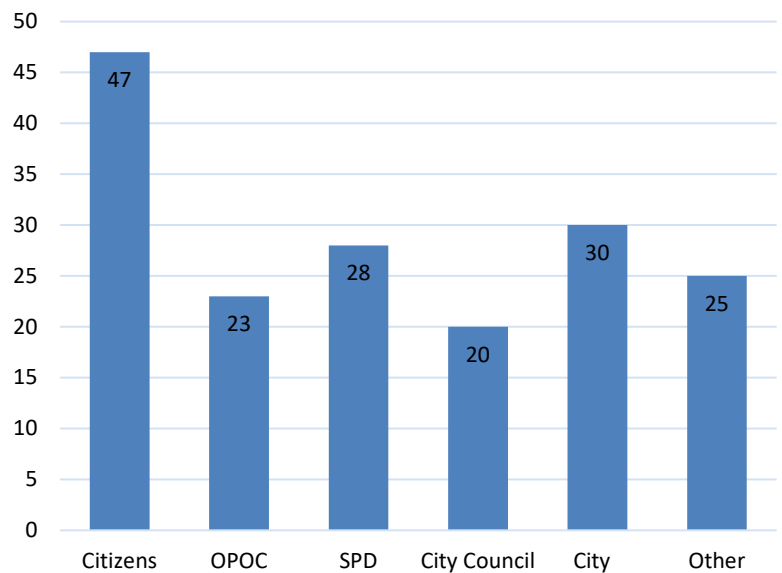
Difference is due to civil unrest following the death of George

Contacts/Oversight:

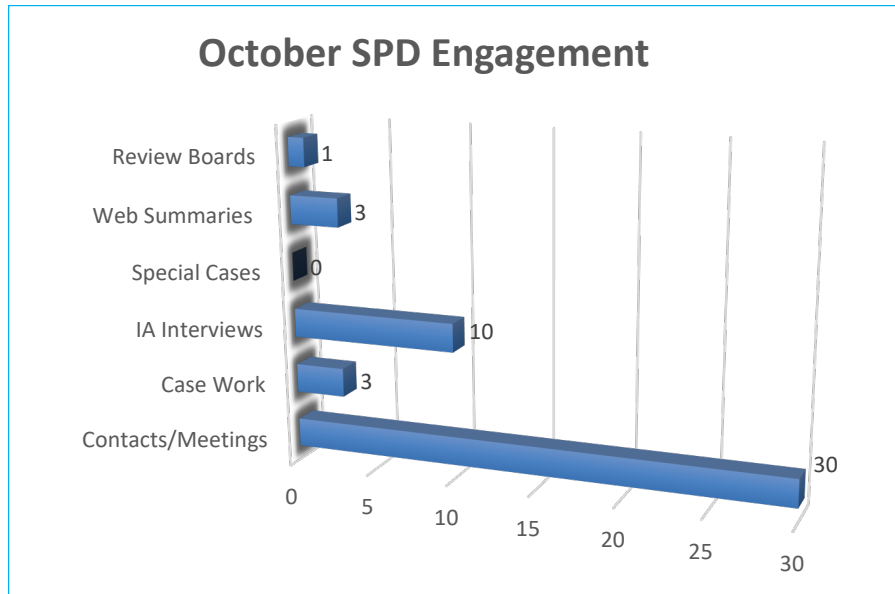
Contacts/Oversight

- 173 total contacts
- 8 community member interviews were conducted
- Attended 10 officer interviews in IA
- 28 total SPD meetings/significant contacts
- 12 IA meetings/significant contacts

October Contacts



Oversight Activities



Case Work

- 2 – cases certified
- 1 – case returned for further investigation
- 3 – Web Cases Reviewed
 - 3 Cases

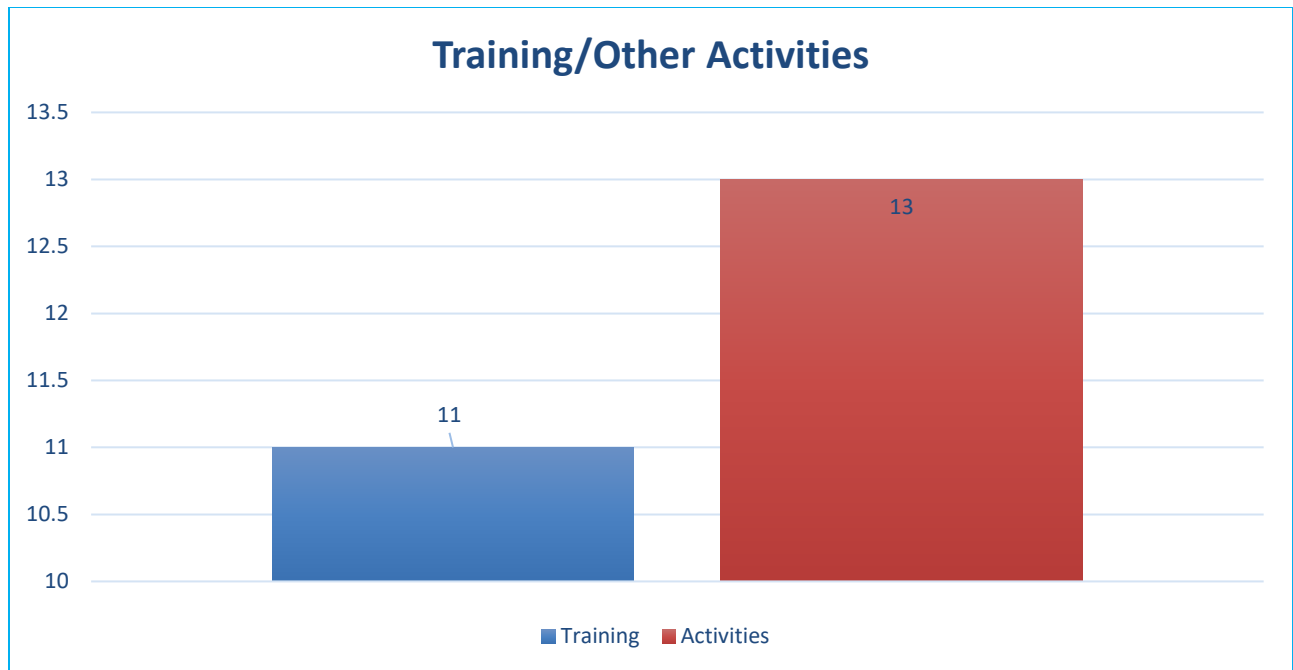
Special Cases

Due to the October Review Boards being cancelled, no Special Cases were reviewed.

Training/Other Activities

Highlights:

- Training – NACOLE Virtual Annual Conference Sessions, SPD In-Service
- City Meetings – PSCHC Meeting, OPOC Meeting, Faith and Blue Community Event
- Oversight – NACOLE meeting for Member Development and Support Committee, NACOLE Strategic Planning Committee, NACOLE Use of Force Working Group, Task Force Symposium Panel
- Other Community Meetings – Leadership Spokane, SCAR, Leadership 2021, Celebrate Recovery Events, Jonah Project Board Meeting



Upcoming

- Daigle Law Group Use of Force Summit: November 30 – December 2

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:	November 9th, 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 December 6th, 2021.

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

There were 2405 violations on the photo red system from **October 1st, 2021** thru **October 31st, 2021**. During the same time frame in 2020 there were 1649 violations, which is an increase of 756 violations. Traffic Volumes were down last year due to the stay at home orders issued in March/2020. SK01 Mission/Hamilton was down for construction and wrote zero infractions during October 2020.

Statistic for Photo Speed for the time frame of **October 1st, 2021, thru October 31st, 2021.**

There were 2491 violations on the photo speed system from **October 1st, 2021** thru **October 31st, 2021**. During the same time frame in 2020 there were 1812 violations, which is an increase of 679 infractions. Schools started back on 10/07/2020, so we had no infractions on the first week. Also SK17 was down last year as it was listed as a park zone. So no infraction were written from this location in October 2020.

Executive Summary: Photo RED

October 1st, 2021, thru October 31st, 2021

- Division and Sprague was the highest with 484 violations.
- Browne and Sprague was the second highest with 325 violations.
- Division and Francis was the third highest with 311 violations.
- Freya and Third was the third highest with 269 violations.

Executive Summary: Photo SPEED

October 1st, 2021, thru October 31st, 2021

- SB Nevada St @ Longfellow Elementary was the highest with 881 violations.
- SB N Monroe @ Willard Elementary was the second highest with 447 violations
- EB W Northwest Blvd @ Finch Elementary was the third highest with 406 violations.
- SB Ash St @ Ridgeview ELEMENTAR was the fourth highest with 385 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
December 2021 Report



Public Safety and Community Health Committee Briefing
December 6, 2021



Selected Excerpts of Officer Commendations

I would like to express my sincere thanks to you and bring to your attention the assistance provided to our office by your **Public Records Specialist Mr. Michael Snell**. He was beyond helpful and prompt in his response and follow-through. On October 4, 2021, I reached out to Mr. Snell regarding concerns from a community member and their attorney about BWC footage that had been received via a Public Records Request (PRR) after being referred to him by the City Clerk's Office. The footage was heavily redacted citing an "interior of a place of residence where a person has a reasonable expectation of privacy." According to his records, the attorney who had requested the BWC footage for the community member had not identified themselves as representing the community member during the PRR process. Mr. Snell promptly provided the Office of the Police Ombudsman (OPO) directions on how to move forward, which was passed along to the attorney. Once the appropriate documents were submitted, Mr. Snell quickly uploaded the BWC footage and notified the OPO and the attorney. The entire process was completed in approximately 2 days. I sincerely appreciate Mr. Snell making himself immediately available to discuss the situation, provide the answers needed, and quickly make the adjustments upon receiving the appropriate documentation. His prompt response enabled us to turn a potential concern into a customer service opportunity.

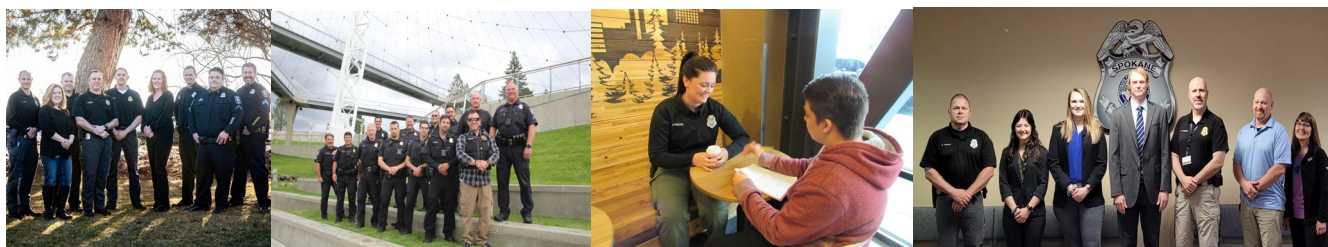
My car window was broken and backpack stolen. Every number I called was less than helpful and no one responded for an hour so I drove around the corner to the downtown station. Officer Phillips was incredible. She was professional, concerned and had another officer there in minutes. She was reassuring and put me at ease. My thanks to Officer Phillips [**Officer Alexis Phillips**].

I called in with a concern about a neighbor last week. The police arrive much more promptly than expected and the issue was resolved in a professional manner making my neighborhood safer. Calling the police is nerve wracking for me and this was a positive experience. I'm sure you all don't get thanked enough so I wanted to pass along my appreciation!

[Officer Trystan Herzog]

My next door neighbor just shot himself and the officers are so sweet. I was freaking out and they have been so nice. I had to upload footage to T. Herzog but there are more here. Please pass on the appreciation for me.

Dear Police Officers, We met officers Matt, Anthony from Faith & Blue. We looked at some durable cars and interesting equipment that you have, for the SWAT team, the Bomb Squad team. THANK YOU for protecting us citizens of Spokane County, and WA, and USA. At this difficult time, WE LOVE YOU MORE SPD!



Internal Affairs Unit Update

January 1 through October 31, 2021 Commendations and Complaints

Commendations Received: **Total: 179**

Complaints Received: **Total: 70 (53 from community)**

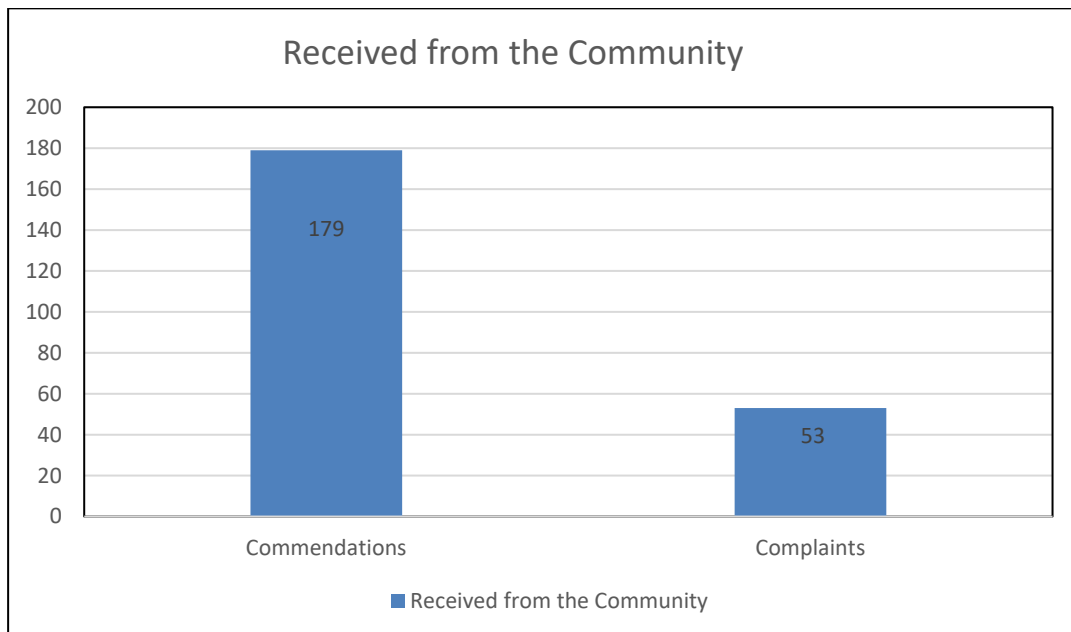
Closed Out as Inquiries: 5 (As of October 31, 2021)

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

Source of Complaints—January 1 through October 31, 2021

Received by the Office of Police Ombudsman	Total: 26
Received by the Spokane Police Department	Total: 44
Internally Generated by the SPD	Total: 17
Generated by the Community	Total: 53

As of October 31, 2021, the department has received 70% more commendations from the community than complaints.



Use of Force Update

2021 Non-Deadly Reportable Use of Force Incidents

From January 1- October 31, 2021, there were 59 non-deadly use of force incidents- 10 K9 contacts and 49 other (e.g., TASER).

2021 Deadly Force Incidents (Officer-Involved Shootings)

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

Incident 2021-20002320 (Pending SPD Administrative Investigation)

Incident 2021-20002320 took place on January 5, 2021 in the area of 5100 N Ash. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The Spokane County Prosecutor ruled the use of deadly force justified. SPD is conducting an administrative investigation.

Incident 2021-20059960 (Pending SPD Administrative Investigation)

Incident 2021-20059960 took place on April 17, 2021, in the area of 500 S Cannon. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The Spokane County Prosecutor ruled the use of deadly force justified. SPD is conducting an administrative investigation.

2020 Deadly Force Incidents (Officer-Involved Shootings)

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

Sex Offenders Database on SPD's website

Would you like information on registered sex offenders residing in the City and in Spokane County? Spokane Police Department assists the Spokane County Sheriff's Office in the dissemination of relevant information about sex offenders in the City of Spokane. For the most current information regarding sex offenders in your area, you can access the sex offender database via the City of Spokane Police Department website. Notifications regarding the presence of sex offenders in the area are made for the sole intent of protecting the public from any danger an offender may create to the public at large.



More information on offenders, including a geographic search tool, and an option to sign up for offender alerts, can be found on the website. See screen shots below.

<https://my.spokanecity.org/police/prevention/sex-offenders-database/>

[Search for Offenders in your area](#)[Register for Email Alerts](#)

Offender Search

[In your area](#)[Name](#)[City](#)[Non-compliant](#)

Use this search to view all published offenders within a specified radius of your home, business, school or other desired address. > [How searches work](#)

Address: *

City: *

State: *

Zip: *

Zip Plus:

Offender Address Type: ☒ Home Addresses

* Denotes required field

Sign up for registration alerts on the site.

Address: * Do not enter P.O. Box

City: *

State: *

Zip: *

Email: *

Confirm Email: *

☒ By submitting this information, you indicate you have read our [NOTIFICATION CONTRACT](#).
[Please also view our Privacy Policy.](#)

*Denotes required field

By registering your address here you will receive email alerts directly from the law enforcement agency responsible for registering offenders.

To better ensure that you receive the latest information within your neighborhood, please add the following email address to your personal address book: **notifications@icrimewatch.net**

You will receive a confirmation email within 24 hours confirming your registration. If you do not receive an email confirming your registration in your inbox, it may be due to not having added **notifications@icrimewatch.net** to your contact list. If this occurs, please check your bulk or junk folders.

Please note the following:

- Informational Only: The Spokane Police Department has not considered or assessed the specific risk that any convicted sex offender displayed on this website will commit another offense or the nature of any future crimes that may be committed.
- Legal Limits on Disclosures: Only information on registered sex offenders allowed to be disclosed under Washington law appears on this website. Under state law, some registered sex offenders are not subject to public disclosure, so they are not included on this site. State law does not allow offenses other than the crimes for which the convicted sex offender is required to register to be disclosed here.
- Mistaken Identities: Extreme care must be taken in the use of information because mistaken identification may occur when relying solely upon name, age, and address to identify individuals.
- Notice of Corrections: If you believe that any information on this site is in error, please contact the Spokane Police Department at 509.625.4100.
- Legal and Illegal Uses: The information on this website is made available solely to protect the public. Anyone who uses this information to commit a crime or to harass an offender or his or her family is subject to criminal prosecution and civil liability.
- If you have any questions or corrections, please call 509.625.4100 or email: eraspdweb@spokanepolice.org.

A frequently asked question is, “Do offenders have restrictions on where they can live?”

It depends on whether the offender is under supervision by the Department of Corrections, Juvenile Rehabilitation, or county probation. If offenders are under supervision, they can have certain limitations or restrictions placed on them by the Department of Corrections or the sentencing court upon their release from incarceration. These may include residency restrictions, not being around children, having a curfew, or not drinking alcohol or taking drugs. If they are found to be in violation of their restrictions, they may be sent back to jail or to prison. Offenders who have completed their time under supervision can live where they choose without restrictions. You can contact your local DOC office to inquire if an individual is still under supervision.

See more frequently asked questions here: <https://www.waspc.org/assets/SexOffenders/WSOR.pdf>

Honorary Police Officer Ismael



Ismael is a student in the Spokane Public Schools Secondary Transition (STEP) program. Secondary Transition is a program for young adults (19-21) with disabilities which provides relevant real-life experiences through work-based learning. Ismael has been working at the Public Safety Building the past two years.

Spokane Schools reported on their Facebook page: “One of our STEP students’ dreams came true today. Ismael was sworn in as an honorary police officer. He rode around in the police car at the academy and was able to be involved in some mock scenes. He was very excited and said this was one of the best days of his life. Thanks to the Spokane Police Department for making this happen!”

K9 Zeus Update



November 7, 2021 was a regular night off for Zeus, who ate his dinner and lay on his bed to tuck in for the night. Just a few hours later, his K9 handler Officer Todd Belitz noticed him acting sluggish and trying to vomit. Noting a swollen stomach as well, Officer Belitz rushed Zeus to Pet Emergency where Zeus underwent emergency surgery to relieve Gastric Torsion. After surgery, Zeus came out of anesthesia with a slight heart arrhythmia. He remained under watch at the clinic, as they monitored his blood platelets to ensure no clotting. After his heartbeat returned to normal, Zeus returned home with Officer Belitz.

Gastric Torsion is commonly known as Bloat. This is the dog's stomach twisting around itself and filling with gas. Zeus' stomach had twisted one and a half times.

Gastric Torsion is more common in large breed/deep chested dogs like a German Shepherd. Gastric Torsion carries a very high mortality rate- up to 60%, especially if left untreated for even a few hours. That mortality rate decreases with surgery but can stay as high as 33% with treatment. Our handlers train to provide medical care for their dogs. They practice preventative measures to include feeding multiple smaller meals, proper diet, and care to not exercise or create physical strain for the dogs after they eat.

The K9 Unit Supervisor Sergeant Nate Spiering says, "I am constantly impressed with the love and care our K9's receive from their handlers and families at home. This event came on with no warning or activity. While the medical care Zeus received was life-saving, Zeus' survival started with Todd and his family recognizing the change in behavior and acting fast."



2021 Life-Saving Awards



On November 4, 2021, Chief Meidl attended graveyard shift roll call to present lifesaving awards to four officers.

On June 25, 2021, Officers Trystan Herzog, Zachary Templin, Ryan Thomas, and Reserve Officer Carrie Christiansen, responded downtown to a report of a stabbing. Officers located a victim suffering from stab wounds, and immediately rendered life saving measures. On-scene medical personnel along with hospital staff, attributed the victim's survival to the officers on scene actions.

Precinct Highlights

North Precinct

Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- Franklin Park Mall had 56 calls for service within a two-week period. 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. Officers' mission is to deter shoplifting and improve the environment for businesses and consumers. Patrol officers are helping Neighborhood Resource Officers with regular checks.

Property Crime Prevention and Education

The North Precinct is working with Neighborhoods on Patrol and Reserve Officers to educate residents on property crime prevention.

- Garages: Unsecured garages are a huge issue. SPD is contacting people with unsecured garages to alert them.
- Valuables: Be sure to store valuables safely... out of sight and of mind of prowlers. Toys, tools, and other valuables should be put away in the garage/shed.
- Evaluate your home's lighting. If you stand outside in your lawn, can you see the street or other homes easily?
- Landscaping: Are there overgrown hedges and bushes that allow a criminal to hide?
- Vehicles: If you park on the street, try to have it illuminated by as streetlight. Your car should be secured and locked, with no visible items inside. Consider the Club or other anti-theft devices.
- Security Cameras: a great option.
- Signage: "Under Video Surveillance" and "Block Watch" signs are deterrents.
- Vacation prevention: Make arrangements to have your walk shoveled in the winter. Have your packages picked up by family or friends. Cancel your mail and newspapers. Consider having COPS/NOPS conduct vacation checks when out of town.
- Neighbors: Get to know your neighbors and work together to look out for one another's properties.

North Precinct Neighborhood Resource Officer recognized as Employee of the Quarter

Officer Tim Schwering was nominated by his supervisors. From the letter:



"Tim joined the North Precinct in January of 2021. With him, he brought a reputation of thoroughness, relentless dedication and a passion for problem solving-during his time in patrol. He has lived up to this reputation and more. Tim has been assigned to the Logan Neighborhood in Spokane. Tim deployed himself into his neighborhood, quickly identifying areas of concern. His thoroughness to process, organization, data collection and communication skills helped him create and implement strategies that greatly improved the quality of life for those impacted by these issues.

Tim works closely with our Civil Enforcement Unit, implementing strategies that hold problem locations and people accountable. He also works closely with our business and education organizations, assisting them in crime prevention recommendations and criminal investigations.

Last April, Tim had an idea to utilize calls-for-service and crime data to identify his top problem locations. After identifying these addresses, he would deploy quality-of-life improvement and accountability tactics in hopes to lower the calls-for-service at these locations. After a four-month test run, we evaluated the impact. The results were amazing. We looked at 15 different properties where Tim utilized this strategy. We went from 211 calls-for-service per month (when combining all of the properties) down to 15. Many of these locations dropped to zero. The highest calls-for-service location during this test phase had 45 per month. After Tim's deployment, it had zero calls per month. Based on this success, we now utilize this tactic with all of our NRO's.

This out-of-the-box thinking is just one example of what Tim brings to the North precinct and SPD. He routinely calls during his days off to share concerns and, most importantly, solutions. Tim works with many other departments within the city. He coordinates street signage, tows abandoned vehicles that Parking does not get to (over 200 in 7 months), coordinates the vacating of properties that have become a haven for crime, and much more. His fresh approach has definitely helped shape north-side NRO tactics.

Downtown Precinct

Crime Prevention and Partnerships with Agencies

- The Downtown Precinct leadership recently met with the founders of Compassionate Addiction Treatment, 115 E 1st, to discuss how we can better work together in getting homeless addicts in connection with resources.
- Neighborhood Resource Officer Micah Prim recently completed a Crime Prevention through Environmental Design (CPTED) for the Washington Grain Commission, 2702 W Sunset.
- The Downtown Precinct is working with Spokane Transit Authority (STA) on how to improve safety at the Plaza.

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





Jason Green is with Kenneth Crary and Julie Garcia.

October 14 at 6:13 PM · 🌐

What a beautiful display of compassion tonight by the [City of Spokane Police Department](#).

Tonight on my way home I got a call that Jay was with a friend experiencing homelessness that has had a rough couple mental health days that if it continued was going to end her up in jail. I headed straight there, so did [Kenneth Crary](#) and [Julie Garcia](#). The SPD was onsite with Officer Plunkett, Officer Walker, and Officer Berkeley. The kindness, compassion, and empathy they were showing was outstanding. Officer Plunkett had the lead and was very familiar with this woman, he had a couple interactions in the last couple days with her. It would have been very easy for him to take a hard line approach, but he and the other officers took the harder path. They allowed us along with them to talk to our friend, from a place of love and encouragement that a mental health facility is the best place to go. It took time.

In the end she got transported to the hospital and from there can get in a longer term mental health place to get meds worked out.

Today, I am proud of our community, I am proud of our officers that took the time and saw the person, not the mental health issues.

South Precinct

During the month of October, the South Precinct received 81 new referrals for problem addresses.

Crime Prevention Missions

- The South Precinct has been focusing on the Cannon Hill area, due to recent burglaries and vehicle prowls. The South Precinct is teaming up with patrol to look for suspicious behavior. Officers are looking in darkened areas of parking lots, alleys, and unlit areas for suspicious persons. There have been multiple officer-initiated checks and they have found it quiet.

- The other focus area is Grandview/Thorpe, for Vehicle Prowling & Theft. The goal is to reduce vehicle prowling incidents. Officers report their activities, contacts, and arrests at the end of each shift to their supervisor.

Spokane Resident Shoutout to Neighborhood Resource Officer Jake Willard

I called Officer Willard NRO for help with trespassing. He's helped our neighborhood numerous times regarding homeless people camping in the woods. He always returns your calls, including yesterday. Since I had the plate number, he was able to get ahold of the individual and explain the consequences of trespassing on property that is not his.

Officer Willard is extremely helpful, polite, and proactive. He's a huge asset to the department and all of us neighbors hope he never leaves the Southside Cops station. We hope he gets the recognition that he deserves. We just wanted you all to know how helpful Officer Willard is.

At right, Officer Willard is pictured in the photo. He is on the far right.



Outreach Update

Recent Outreach Activities

Spokane Juvenile Court Coordination of Services

PAL Boxing

Refugee Connections

Big Brothers Big Sisters

Shopping with the Salvation Army

Northeast Community Center Coalition

Numerous Halloween celebrations

The Community Outreach Unit partners with World Relief on a regular basis. World Relief staff attended Senior Staff training on November 10, 2021 and educated SPD leadership about their organization and anticipated numbers for upcoming refugees coming to Spokane.



Montessori School Visit

Officer Graig Butler spoke to three separate middle school classes at our local Montessori school in October. They are currently focusing on careers of service and the sciences. The teacher felt an introduction to crime scene investigations would fit well to their current topics of conversation.

Halloween Celebrations

Isaac Foundation and Life Center Church Trunk or Treat:

Thanks to The Isaac Foundation and Life Center Church for allowing us to get spooky and creative. There were great displays and awesome costumes. Fun had by all!



Stevens Elementary Trunk or Treat



Halloween Fun

"Huge shoutout to Officer Zach from [City of Spokane Police Department](#) for inviting my son to check out his police car. Officer Zach asked if he wanted to turn on the lights. It was so sweet. This absolutely made my son's night."



Drug Take-Back Event

This year's Drug Take Back event was a huge success. SPD joined in collaboration with the Shadle Prevention & Wellness Coalition on Saturday, Oct. 23, 2021, in a drive-thru event to drop off unused and unwanted medications. We collected 137 pounds of medication for destruction. We will be doing another Drug Take Back in the spring of 2022.

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.





SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2021 Asset Forfeiture Report

Updated October 27, 2021

2021 Forfeiture Proceeds by Quarter

1st Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$10,525.81
Gross Proceeds	\$13,352.50	
Auction Costs/Commissions	(\$1,657.15)	
State 10% Share	(\$1,169.54)	

2nd Quarter

Federal Net Proceeds		\$1,614.11
State Net Proceeds		\$9,770.75
Gross Proceeds	\$12,673.55	
Auction Costs/Commissions	(\$1,817.16)	
State 10% Share	(\$1,085.64)	

3rd Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$156,198.86
Gross Proceeds	\$174,960.54	
Auction Costs/Commissions	(\$1,406.25)	
State 10% Share	(\$17,355.43)	

4th Quarter

Federal Net Proceeds		
State Net Proceeds		
Gross Proceeds		
Auction Costs/Commissions		
State 10% Share		

2021 TOTALS

Federal Net Proceeds		\$1,614.11
State Net Proceeds		\$176,495.42
Total		\$178,109.53



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2021 Forfeiture Expenditures by Quarter

1st Quarter			
Federal Funds			\$12,867.62
Interview Room Systems	\$12,867.62		
State Funds			\$10,765.00
CI Funds	\$10,765.00		
2nd Quarter			
Federal Funds			\$0.00
State Funds			\$36,355.00
CI Funds	\$14,355.00		
Vehicle	\$22,000.00		
3rd Quarter			
Federal Funds			\$0.00
State Funds			\$35,847.54
CI Funds	\$30,545.00		
Vehicle	\$5,302.54		
4th Quarter			
Federal Funds			
State Funds			
2021 TOTALS			
Federal Funds			\$12,867.62
State Funds			\$82,967.54
	Total		\$95,835.16

Briefing Paper

Public Safety Committee

Division & Department:	Police Department / Traffic Unit
Subject:	Photo Speed Expansion
Date:	November 16, 2021
Contact (email & phone):	Sgt. Teresa Fuller 509-835-4587
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Major Eric Olsen
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Expansion of photo speed program with addition of three new sites.

Background/History: The department was asked to look at expansion of the photo speed program. Please see below speed study results from Verra Mobility. The highlighted areas are the three proposed locations for the new cameras.

Date: 6/16/2021

Data is derived from a 2-day speed study. Violations captured at speeds \geq 28 MPH during hours of enforcement
All data collected on 5/25/2021 & 5/26/2021

Timed Fixed Speed Study – Spokane, WA

School	Street	Lanes	Beacon Times	Direction	Beacon Speed	Traffic Volume	AM +8 mph	PM +8 mph	Total	%
Roosevelt Elementary School	W 14th Ave	1	8:00 AM – 8:30 AM & 2:20 PM – 2:50 PM	EB	20	436	35	28	63	14
		1		WB	20	204	5	6	11	5
	S Grove St	2		SB	20	598	97	184	281	47
	S Bernard St	1		NB (1508)	20	762	61	40	101	13
		1		NB (1700)	20	786	240	232	472	60
	W 15th Ave	1		WB	20	100	0	0	0	0
Adams Elementary School		1	8:00 AM – 8:30 AM & 2:20 PM – 2:50 PM	EB	20	39	0	1	1	2
	E 37th Ave	1		WB	20	930	11	8	19	2
		1		EB	20	624	118	32	150	24
	E 36th Ave	1		WB	20	109	0	0	0	0
Ferris High School	S Ray St	1	7:10 AM – 7:30 AM & 3:30 PM – 3:50 PM	NB	20	371	130	105	235	63
		1		SB	20	517	174	246	420	81
	Regal St	2		NB	20	872	323	466	789	90
		2		SB	20	693	101	184	285	41
	E 36th Ave	1		EB	20	24	0	3	3	12
Cataldo Catholic School	S Bernard St	1	*7:00 AM - 4:00 PM	NB	20	6062	2470	1720	4190	69
		1		SB	20	5258	1635	2100	3735	71
		1		WB	20	414	0	1	1	0
	W 18th Ave	1		EB	20	216	1	0	1	0

*Exact enforcement time for Cataldo School to be determined.

The information provided in this report is actual but does not guarantee expected volume after deployment

Executive Summary: Photo Speed Expansion

Working with Spokane Public Schools, we identified the above locations for study. Based on the above speed studies, the proposed expansion of the photo speed program would be three additional sites:

1. Northbound Bernard at Roosevelt Elementary School
2. Southbound Ray at Ferris High School
3. Northbound Regal at Ferris High School

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Briefing Paper Study Session

Division & Department:	City Legal and Spokane Fire Department
Subject:	Approval of Interlocal Agreement with SREC for CAD and IT Services
Date:	November 19, 2021
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Councilwoman Lori Kinnear
Executive Sponsor:	Mike Ormsby
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan
Strategic Initiative:	Public Safety and Quality of Life
Deadline:	December 13, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Interlocal Agreement to continue to provide essential services for first responders.
<u>Executive Summary:</u> The city provides CAD and related IT services for dispatch services used by both the City and SREC. The charges are based on call volume.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Utility Budget Other budget impacts: (revenue generating , match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND
SPOKANE REGIONAL EMERGENCY COMMUNICATIONS
REGARDING THE USE OF A FIRE DISPATCH COMMUNICATION AIDED
DISPATCH SYSTEM**

This Agreement is between the City of Spokane, a political subdivision of the State of Washington ("City"), and Spokane Regional Emergency Communications, a public development authority and municipal corporation ("SREC"), acting by and through its Board of Directors; individually referred to herein as "Party" and collectively referred to herein as "Parties."

WHEREAS, SREC was formed by Spokane County pursuant to Spokane County Ordinance 2018-0245, as amended by Spokane County Ordinance 18-0772, for the purpose of undertaking, assisting with, and otherwise facilitating the public function of providing emergency communications and emergency management services, including but not limited to the provision of dispatch through the operation of a Public Safety Answering Point (PSAP) and Emergency Communications Center (ECC), all as authorized by RCW 35.21.730 through RCW 35.21.759; and,

WHEREAS, the City is in possession of the Infor Enroute Computer Aided Dispatch System (CAD System), previously purchased and shared by the members of the Combined Communications Center (CCC); and

WHEREAS, in order to continue providing fire dispatch emergency communications services to the City and to former members of the CCC that are current members and/or customers of SREC, SREC is in need of the continued access to and use of the CCC CAD System held by the City and Information Technology (IT) services provided by the City related to the CAD System; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes public agencies to contract with each other to perform certain functions which each may legally perform.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the City shall allow SREC access to and use of the CAD System and IT services.
2. DURATION / TERMINATION. This Agreement is effective upon approval by the governing bodies of both Parties, unless and until terminated by either Party upon ninety (90) days written notice to the other Party.
3. FEES AND INVOICES. SREC shall pay the City for use of and access to the CAD System and IT services. Such fee shall be determined by SREC paying a percentage of all costs associated with the CAD System and IT services based on the percentage of call volume calls that are SREC calls, using a formula equal to SREC Call Volume divided by Total Call Volume. For 2021, such percentage shall be forty-eight percent (48%). The

percentage of SREC's responsibility, as based on the percentage of CAD System calls that are SREC calls, shall be determined on an annual basis and updated as necessary as of January 1 of each year this Agreement is in effect.

The City shall bill SREC for the use of the CAD System and related IT services on an annual basis; provided, however, that the initial invoice shall be for the period of July 1, 2020 through June 30, 2022. Annual invoices for services shall commence for the period beginning July 1, 2022 and after upon approval of this Agreement, the City shall bill SREC the sum of \$258,838.07 for the period of July 1, 2020 through June 30, 2022.

4. AUDIT / RECORDS. The City shall provide access to authorized representatives of SREC, at reasonable times and in a reasonable manner, to inspect and copy the financial records of the City in support of the invoices billed under this Agreement. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
5. NOTICES. All notices or other communications shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) upon confirmation of delivery of an email communication sent to the email address indicated below; or (iii) on the third day following the day on which the same have been mailed by regular U.S. Mail, postage prepaid, addressed to the Parties at the mailing address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to each other:

SREC: Lori Markham, Executive Director
SREC
1620 N Rebecca Street
Spokane, Washington 99217
Email: Lori.Markham@srec911.org

CITY: Tom Williams, Assistant Fire Chief
Spokane Fire Department
44 West Riverside Avenue
Spokane, WA 99201
Email: tmwilliams@spokanecity.org

6. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the written approval of the other Party.
7. 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 City shall be deemed to be an employee, agent, servant or representative of SREC for any purpose. Likewise, no agent, employee, servant or representative of SREC shall be deemed to be an employee, agent, servant or representative of the City for any purpose.

8. INDEMNIFICATION. Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors, and subcontractors.

To the fullest extent permitted by law, and as partial consideration for SREC entering into this Agreement, City shall indemnify, defend, hold harmless, and waive any and all claims against SREC and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of City's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of SREC, its officers, agents, or employees.

Likewise, SREC shall indemnify, defend, hold harmless, and waive any and all claims against the City of Spokane and all their officers, directors, employees and agents from and against any and all liability of any types or nature whatsoever to persons or property resulting from or arising out of this Agreement, the use of the CAD System for the provision of public safety communication services within the City of Spokane and the negligent or intentional acts or omissions of SREC's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is a result of the sole negligence of the City of Spokane, its officers, agents, or employees.

9. INSURANCE. At its own expense, the Parties shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 10. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A-VII or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to the opposing Party.

A. Types of Required Insurance.

1. General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising out of the Parties' performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:
 - Combined Single Limits per Occurrence: \$3,000,000
 - Annual Aggregate: \$5,000,000
3. State of Washington Worker's Compensation Insurance or equivalent, with respect to any work performed under this Agreement;

4. Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below.

Each Employee:

- Policy Limit: \$1,000,000
- By Accident: \$1,000,000
- By Disease: \$1,000,000

B. Terms of Insurance. The policies required under this Section 9 shall name the opposing Party, its officers, employees, and agents as named insureds, and Proof of Liability Coverage/Insurance shall be provided to the other Party evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:

1. Policies shall be written as primary policies not contributing with and not in excess of coverage that SREC may carry;
2. Policies shall expressly provide that such insurance may not be canceled or non-renewed except upon thirty (30) days prior written notice from the insurance company/pool to SREC;
3. All liability policies must provide coverage on an occurrence basis; and
4. Liability policies shall not include exclusions for cross liability.

C. Proof of Insurance. Each Party shall furnish evidence of liability coverage/insurance in the form of a Certificate of Insurance/Memorandum of Liability Coverage satisfactory to the other Party and executed by a duly authorized representative of each insurer/coverage provider showing compliance with the insurance/liability coverage requirements described in this Section 9 and, if requested, copies of policies to the opposing Party subject to this Agreement. The Certificate of Insurance/Memorandum of Liability Coverage shall reference this Agreement. Receipt of such certificates or policies by either Party does not constitute approval by a Party of the terms of such policies. The Parties acknowledge that the coverage requirements set forth herein are the minimum limits of insurance that the Parties must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Parties from liability for losses and settlement expenses greater than these amounts. The requirements of this section may be met with self-insured retention and excess coverage.

10. VENUE STIPULATION. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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.
11. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
12. 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, gender identification or expression, 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.
13. MISCELLANEOUS.
 - A. NON-WAIVER. No waiver by any Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.
 - B. ENTIRE AGREEMENT. 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 the change or addition is in writing, executed by the Parties.
 - C. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
 - D. 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.
 - E. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
 - F. SEVERABILITY. If any term or provision of this Agreement is held by the courts to be illegal or invalid, the remaining terms and provisions shall not be affected.

14. RCW 39.34 REQUIRED CLAUSES.

- A. PURPOSE. See section 1 above.
- B. DURATION. See section 2 above.
- C. ADMINISTRATION AND ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. City shall administer the terms of this Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES. See provisions above.
- E. AGREEMENT TO BE FILED. City shall file this Agreement with its City Auditor or place it on its website or other electronically retrievable public source. SREC shall place it on its website or other electronically retrievable public source.
- F. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION. See section 2 above.
- H. PROPERTY UPON TERMINATION. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signature page follows]

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed and effective on the date and year first above written.

City of Spokane

SREC

By: Name
Title: Title

By: Name
Title: Title

Date: _____

Date: _____

By: Name
Title: Title

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

Approved as to form:

By: Name
Title: Title

Date: _____

Approved as to form:

By: Michael Ormsby
Title: City Attorney




Date: _____

By: Laura McAloon
Title: SREC Attorney

Date: _____

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services: Community, Housing, and Human Services
Subject:	Renewal contracts for SNAP's Single-Family Rehab (OPR 2021-0122), and Essential Repair (OPR 2021-0121) Programs
Date:	12/6/21
Author (email & phone):	George Dahl (gdahl@spokanecity.org /625-6036)
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	  
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2024 Consolidated Plan 2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	Both contracts are set to expire 12/31/21
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> Essential Repair Program will deliver minor home repair to approximately 260 single-family homeowners. Single-Family Repair Program will deliver major home repair services to approximately 30 single-family homeowners.

Background/History:

On Tuesday, November 9, 2021 members of the CHHS Affordable Housing Committee met to review and discuss a renewal of SNAP's Essential Repair and Single-Family Rehab Programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.

On Wednesday, December 1, 2021 members of the CHHS Board voted in favor of the renewal recommendation as presented by the CHHS Affordable Housing Committee.

Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/21 (pending Council approval).

For more information regarding these programs, please visit:

Essential Repair Program

<https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/>

Single Family Rehab Program

<https://www.snapwa.org/home-repair>

Executive Summary:

Renewal of SNAP's Essential Repair, and Single-Family Repair Programs to provide housing stability for low-income homeowners within the City of Spokane.

Contract #1

Partner Agency: SNAP

Program Name: Essential Repair Program

Contract Reference: OPR 2021-0121

Funding Source: CDBG

Award Amount: \$500,000

Number of Homes Repaired: 260

Contract #2**Partner Agency:** SNAP**Program Name:** Single Family Rehabilitation Program**Contract Reference:** OPR 2021-0122**Funding Source:** CDBG**Award Amount:** \$1,433,219**Number of Homes Repaired:** 30**Budget Impact:**Approved in current year budget? ☒ Yes ☐ NoAnnual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: N/A

Operations Impact:Consistent with current operations/policy? ☒ Yes ☐ NoRequires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: N/A

Known challenges/barriers: N/A

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works & Utility Billing Program
Subject:	Payment Processing Services – Spokane County
Date:	December 6, 2021
Author (email & phone):	Corin Morse (cmorse@spokanecity.org & 625-6855)
City Council Sponsor:	Council President Breann Beggs
Executive Sponsor:	Marlene Feist, Director of Public Works
Committee(s) Impacted:	N/A
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Budget
Strategic Initiative:	Spokane County Payment Processing – Interlocal Agreement Extension
Deadline:	Implementation date of 1/1/2022
Outcome:	Interlocal Agreement with Spokane County Treasurer for processing payments of utility bills.
Background/History: <ul style="list-style-type: none"> The City of Spokane entered into a partnership with the Spokane County Treasurer's Office to process Utility Billing payments that are in the form of a check. Interlocal Agreement, OPR 2018-0556 and term of 10/5/2018 to 12/31/2021 had a cost of 0.22 per unit. Due to a continued decrease in check payment volume, the ILA extension (1/1/2022 to 12/31/2024) includes a reduced cost of 0.20 per unit. The total estimated cost per year is \$65,000, including processing, maintenance and software updates. 	
Executive Summary: <ul style="list-style-type: none"> The continued partnership with the Spokane County Treasurer provides for business continuity and resiliency. The County uses industry standard equipment, zero unexpected lapses in processing over the past three years and robust daily reports to Utility Billing and City Treasury. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: 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:	



City of Spokane

**INTERLOCAL AGREEMENT AMENDMENT /
EXTENSION**

Title: Interlocal Agreement between the City of Spokane and the Spokane County Treasurer For Payment Processing Services for the City Public Works Division

This Interlocal Agreement Amendment / Extension is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and **Spokane County and the Spokane County Treasurer** ("County"), a political subdivision of the State of Washington, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, individually hereafter referenced as a "County", and together as the "Parties".

WHEREAS, the Parties entered into that certain "Interlocal Agreement Between the City of Spokane and Spokane County" on October 1, 2018 (the "Interlocal Agreement"), a copy of which is attached hereto as Exhibit "A", wherein Spokane County Treasurer will provide staff, equipment, and facilities to process check payments for the City of Spokane Public Works Division; and

WHEREAS, a change or revision of the Work has been requested, and the parties wish to extend the term of the Interlocal Agreement an additional three (3) years, thus the original Interlocal Agreements needs to be formally Amended and Extended by this written document; and

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

1. INCORPORATION BY REFERENCE.

The Interlocal Agreement, dated October 5, 2018, is hereby incorporated by reference into this Interlocal Agreement Extension as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Interlocal Agreement Extension shall become effective on January 1, 2022.

3. EXTENSION.

The Interlocal Agreement is hereby extended and shall run through December 31, 2024.

4. AMENDMENT. Section 3 shall be amended as follows:

Section 3: Reimbursement of Costs:

...

Based on the current utility check payment volumes, anticipated staffing level and work load the estimated average monthly cost to CITY is ((~~\$5,000~~)) \$3,500 or an estimated ((~~0.22~~)) 0.20 per payment processed. Since this is based upon actual labor usage, and since other direct costs, allocated departmental costs, and the COUNTY's indirect allocated costs are not included, actual amounts may vary. Each month, the CITY will be provided an itemized invoice of charges for

payment to the COUNTY for services rendered.

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

APPROVED by the City of Spokane on _____, 2021.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by the County of Spokane, Spokane County Treasurer, on
_____ 2021

BOARD OF COUNTY COMMISSIONERS

Josh Kerns, Chair

Mary L. Kuney, Vice-Chair

Al French, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

2021-107

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Municipal Court
Subject:	Absolute Drug Testing (ADT) Contract Extension for Drug Testing
Date:	December 6, 2021
Author (email & phone):	Michael Diamond, mdiamond@spokanecity.org , 622-5806
City Council Sponsor:	
Executive Sponsor:	
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 – Safe & Healthy
Strategic Initiative:	Advance public safety through criminal justice reform
Deadline:	Contract End – December 26, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Continued application of drug testing under best-practices for therapeutic courts and community supervision strategies.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The Spokane Municipal DUI Therapeutic Court and Municipal Court has had a long-standing relationship with Absolute Drug Testing. ADT has performed the drug and alcohol urinalysis testing necessary for DUI Court to continue operations since DUI Court's inception. The contract allows for the application of best practices concerning the National Association of Drug Court Professionals for therapeutic court randomized drug/alcohol testing as well as ensure sobriety for substance abuse and dependence defendants. ADT was awarded the original contract due to its ability to adhere to best practices and utilize randomized drug/alcohol testing protocols including all days of the weeks and holidays. The approval of the two year contract extension would allow for the Court to enter procurement in 2022 well before the 2023 end of contract. The DUI Court currently has a one year extension from the Washington Traffic Safety Commission for DUI Court including \$38,000 allowance.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Contract with Alcohol Drug Testing for drug and alcohol urinalysis testing. Washington Traffic Safety Commission grant award including \$38,000 for testing. Contract extension for two years for a total of five years with procurement incurring in 2022. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

CONTRACT RENEWAL

**Title: RANDOM URINALYSIS TESTING FOR
CITY OF SPOKANE'S MUNICIPAL COURT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, Washington municipal corporation, as ("City"), and **ABSOLUTE DRUG TESTING, LLC.**, whose address is 1710 West Mission Avenue, Spokane, Washington, 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide the City with random urinalysis testing services for its Municipal Court; and,

WHEREAS the parties now wish to renew that agreement for services for a new term and continue to include the City's Probation Department (0690) and Miscellaneous Grant Funds (1360) for those services under this Renewal Document;

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 21, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal is for a two (2) year term and shall become effective on October 1, 2021 and shall end September 30, 2023.

3. COMPENSATION.

The City shall pay an additional annual amount not to exceed **SIXTY FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00)**, per year, including taxes, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

ABSOLUTE DRUG TESTING, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-228

Briefing Paper Study Session

Division & Department:	City Legal and Risk Management
Subject:	Approval of Contract Amendments for Special Counsel Contracts
Date:	December 1, 2021
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Councilwoman Lori Kinnear
Executive Sponsor:	Mike Ormsby
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Public Safety and Quality of Life
Deadline:	December 6, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Final resolution of these two cases in a manner favorable to the City.
<u>Executive Summary:</u> Contract Amendments for Summit Law Group in the matters of Travis J. Wise, et. al., v. Governor Jay Inslee, et. al., and Michael Bacon, et. al. v. City of Spokane, et. al. These lawsuits are brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers. We request an additional \$75,000 to the Wise contract, for a total of \$125,000; and an additional \$50,000 on the Bacon contract for a total of \$100,000.	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Utility Budget Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Travis J. Wise, et. al., v. Governor Jay Inslee, et. al.; and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated October 28, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**.

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

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

21-238



City of Spokane

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

SUMMIT LAW GROUP

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney