

Public Safety & Community Health Committee
Agenda for 1:15 p.m. Monday, August 1, 2022

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on August 1, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

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 Public Safety & Community Health Committee meeting is regularly held every 1st Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA

- I. **Call to Order**
- II. **Approval of Minutes from July 11, 2022**
- III. **Committee and Board Appointment Candidate Interviews (None)**
- IV. **Reports/Updates (Briefing pages only, no discussion)**
 1. [Strategic Initiatives Update \(SPD\)](#)
 2. [Photo Red Update \(SPD\)](#)
 3. [Monthly Report \(OPO\)](#)
- V. **Discussion Items**
 1. Fire Department Update – Chief Schaeffer (5 minutes)
 2. Police Department Update – Chief Meidl (15 minutes)
 - a. Traffic Emphasis Patrols
 - b. Car Prowling Concerns
 - c. State Legislative Changes
 3. SPD Staffing Changes – Asst. Chief Lundgren (20 minutes)
 4. Placeholder for Potential Labor Contract Discussion - Johnnie Perkins (10 minutes)
 5. [SPD Collective Bargaining Agreement – Mike Piccolo \(10 minutes\)](#)
 6. [Code Enforcement Update – Johnnie Perkins \(15 minutes\)](#)
 7. [Contract with Stryker Discussion – Chief Schaeffer \(5 minutes\)](#)
 8. [AOC Grant Series Update – Howard Delaney \(10 minutes\)](#)
- VI. **Consent Items**
 1. [WSCJTC Recruit and Hiring Grant \(SPD\)](#)
 2. [Passport Parking Contract Amendment \(Parking Services\)](#)

3. SBO for DV Firearms Technical Assistance Program (SPD)
4. HVAC Replacement Station 17 (SFD)
5. WATPA Supportive Grant Funding (SPD)
6. WTSC – HVE Prior Interagency Agreement (SPD)
7. WTSC – LEL Interagency Agreement (SPD)
8. Contract for Janitorial Services (SFD)
9. Lease of Ford 150s (Fleet Services)
10. Joint Application MOU with Spokane County for JAG22 Grant (SPD)

VII. **Executive Session**

Executive Session may be held or reconvened during any Public Safety and Community Health Committee meeting.

VIII. **Adjournment**

Next Public Safety & Community Health Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. August 29, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Public Safety & Community Health
July 11, 2022

Call to Order: 10:03 a.m.

Recording of the meeting may be viewed here: <https://vimeo.com/728963989>

Attendance

Committee Members Present:

Council Member Cathcart, Chair; Council President Beggs, Vice Chair; Council Members Stratton, Kinnear, Wilkerson and Bingle

Committee Members Absent: CM Zappone

Staff/Others Present:

List names of staff or other attendees who are present

Approval of Minutes

➤ **Action taken**

Motion made by Council Member Bingle to approve the meeting minutes for June 6, 2022. Seconded by Council President Beggs. Approved 6-0.

Agenda Items

List agenda items as presented to the Committee or as outlines in the meeting notice. Please give a brief description of the action taken on each item.

Discussion items

1. Appointment of Eric Iannli to serve of WQTIF Neighborhood Project Advisory Committee through April 9, 2023
 - **Action taken**
No action taken. Presentation and discussion only.
2. Fire Department Update
 - **Action taken**
No action taken. Presentation and discussion only.
3. Discussion on Violent Crimes Taskforce & DV Unit Staffing
 - **Action taken**
No action taken. Presentation and discussion only.
4. EAGL Gunshot Detection and Alerting System
 - **Action taken**
No action taken. Presentation and discussion only.

5. Municipal Court SBO Discussion
 - Action taken
CP Beggs, CM Stratton and CM Kinnear agreed to sponsor
6. Special Counsel Contract Amendment re: Novak Matter (moved up from Consent during the meeting)
 - Action taken
No action taken; discussion had on increasing the contract amount by \$200,000 rather than the \$100,000 originally proposed.
7. 2023 Public Safety Vehicle SBO Discussion (SPD & SFD)
 - Action taken
No action taken. Presentation and discussion only.
8. 2022 Urban Camping Compliance Act (Note: this item was taken out of order after the SPD Update of Violent Crimes and DV Taskforce)
 - Action taken
No action taken. Presentation and discussion only.
9. Essential City Facilities Ordinance
 - Action taken
No action taken. Presentation and discussion only.

Consent items

1. Special Counsel Contract Amendment re: Novak Matter (see discussion item #6 above)
2. Department of Ecology Grant for Hazmat Team Equipment
3. Infor CAD Software Contract Amendment
4. ABM Contract Amendment
5. ESO Solutions, Inc. Annual Subscription Fees for Software
6. Sole Source Contract Leasing of Defibrillators & Durable Medical Equipment
7. Software Renewal for Cellbrite

Executive session

None.

Adjournment

The meeting adjourned at 12:01 p.m.

Prepared by:

Insert your name and role

Approved by:

CM Name

Committee Name Chair

DRAFT



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
August 2022 Report



Public Safety and Community Health Committee Briefing
August 1, 2022

Excerpts of Commendations
(Personal Identifying Information has been removed)

I'd like to give a special shout out and thank you to **Officer Neil Higgins #1435** who "rescued" two eighty-year-old ladies in distress on the evening of May 14th after my van was stolen in downtown Spokane. His care and concern went beyond my expectations! What a fine officer and gentleman!!!!

I want to say thank you and give some praise for the Spokane Police Department, specifically for **Officer Jeff McCollough**. I just wanted to thank the department and this officer specifically for their proactive nature in looking for my stolen car. I thought I would never get it back. Just wanted to say thank you so much.

I wanted to extend a kudos to **Officer [Andrew] Chappell** who responded to our agency when our medical team made a mandatory report after a young person made a disclosure of an unreported sexual assault that occurred approximately 2 years prior. This young person expressed concern and hesitancy of wanting to report due to not knowing how the process would work and not wanting to be alone in the process. She made the choice to remain at our agency for the patrol response and have Tori, our Courthouse Facility Dog present with her when it was her time to talk with the officer. I had the opportunity to be the handler for Tori during the interaction between the young person and Officer Chappell and saw, first-hand, the professional and trauma-informed approach that he had when talking to someone who had taken the courageous step in sharing a traumatic experience. I believe that this interaction with Officer Chappell not only helped this young person to feel seen and heard, but also helped in building confidence in her brave decision to report. I know that in the field of law enforcement, more often than not, patrol officers will interact with people who are experiencing acute distress, crises, and trauma. The job is not an easy one and I have so much respect for those who share their servant's heart with the community they have promised to respond to and protect. The response by Officer Chappell is a great example of the positive impact that patrol officers can have on those needing help not only in the moment, but also long-term as well. This young person has been able to walk away from this experience knowing that she was heard, that there are people who are here to support her, and that she was seen as an individual person with respect given to her choices in the moment, something that was stolen from her during her traumatic experience. I appreciate Officer Chappell's response to our agency that day!

Officer Marvin Cunningham has helped out numerous times for an ongoing issue at our apartment complex. He is professional and treats everyone with respect. He has always defused the situation.



Internal Affairs Unit Update

January 1 through June 30, 2022, Commendations and Complaints

Commendations Received: **Total: 135**

Complaints Received: **Total: 38 (32 from community)**

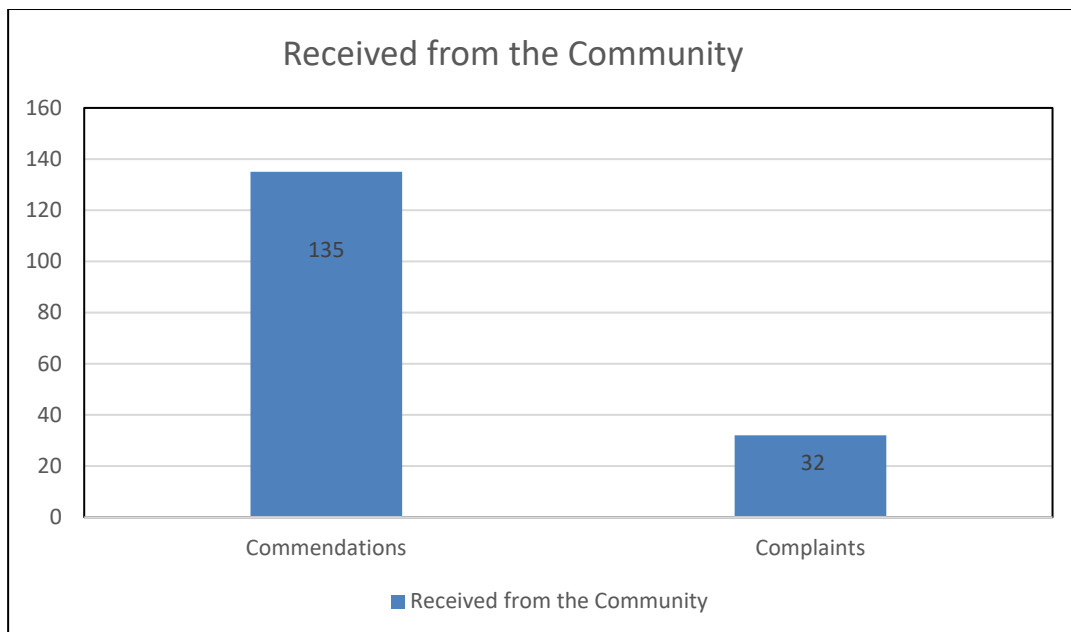
Closed Out as Inquiries: 0 (As of June 30, 2022)

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 June 30, 2022

Received by the Office of Police Ombudsman	Total: 11
Received by the Spokane Police Department	Total: 27
Internally Generated by the SPD	Total: 6
Generated by the Community	Total: 32

The department consistently receives more commendations from the community than complaints.



Use of Force Update

2022 Non-Deadly Reportable Use of Force Incidents

From January 1- June 30, 2022, there were 42 non-deadly use of force incidents, including 14 K9 contacts and 28 other types of force (e.g., TASER). Four incidents involved both a K9 and other force.

2022 Deadly Force Incidents (Officer-Involved Shootings)

From January 1- June 30, 2022, there was one deadly force incident.

Incident 2022-20012711 (Pending Criminal Investigation)

Incident 2022-20012711 took place on January 24, 2022, in the area of 2400 E. Desmet. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Items of Interest

Hiring and Recruiting Update: New Hires

SPD welcomed ten new officers at the Swearing-In Ceremony on July 5, 2022. These entry-level officers will begin the Basic Law Enforcement Academy (BLEA) and complete it in December.

Welcome new Officers Ryan Clark, Colton D'Agostino, Maison Edwards, Rick Ford, Noah Hansen, Brady Hooper, Nathaniel Medellin, Eli Sander, Kody Vaughn, and Drew Wilson.

Two of our new officers hail from our Volunteer Unit. Officer Drew Wilson has been a key member of the Spokane Police Department Cadets. Officer Ryan Clark is has volunteered as a SPD Co-Op and a Reserve Police Officer.

Officers Wilson and Clark are pictured with Chief Meidl, below.



Newer 2022 Hires:

Our newly hired officers from January graduated from the Basic Law Enforcement Academy (BLEA) in June and are currently in Field Training.



The entire graduating class of BLEA is pictured above. BLEA included officers from many agencies in Eastern Washington. Above, Chief Meidl and Officer Garrett Harris at the graduation ceremony.



Alexander Braatz M. German Johnson Garrett Harris Devon Hill Shane Holtshausen



Ricky LaBelle Will Mitchell Sally Richards Nathan Thompson Bryson Trautman

Reserve Academy

SPD is currently holding a five-month Reserve Academy to certify more Reserve Officers. These volunteers from our community provide incredible support to the department. A Reserve Officer is fully commissioned while on duty. Reserve Officers can continue their training with a mentoring program allowing them to progress to a Level II Reserve Officer, able to respond to calls as a solo officer.

After applicants pass a background check, physical ability test, a polygraph, oral board, psychological testing, medical screening and a review by the Chief of Police, applicants then attend a 290-hour Reserve Officer Academy on evenings and weekends. The program culminates with a certification examination administered by the Washington State Criminal Justice Training Commission prior to graduation. Reserve Officers continue monthly training and volunteering to maintain their status.

Reserve Academy Demographics:

The 2022 Reserve Academy is a diverse group of individuals, consisting of three females and six males. Racial/ethnic backgrounds include North African, Middle Eastern, Black, and White.

Reserve Officer Richardson is in dozens of photos, representing SPD at many community events. He is pictured below with Reserve Officer Nateewah. Officer “Big Ed” recently went to Northeast Youth Center to talk to youth about preventing and standing up to bullying and promoting respectful behavior.



In-Service Training Completed

The Spokane Police Department received certification as an Active Bystandership for Law Enforcement (ABLE) agency, making the department one of the first agencies in Washington to do so. Washington Senate Bill 5066, signed into law in July of 2021, requires the Washington State Criminal Justice Training Commission (WSCJTC) to incorporate duty to intervene training in the Basic Law Enforcement Academy (BLEA). Further, all peace officers must receive the training by December 31, 2023. SPD chose to apply for

training certification and adopt ABLE ahead of the required date and completed initial training for officers in June.

Training with Advocates

On June 7, 2022, Partners with Families and the Special Victims Unit (SVU) finished up roll trainings for officers on what a Child Advocacy Center does. It was an opportunity to get one of our most important community partners in front of officers. Additional training was also provided on a new pocket card that will help Officers talk to children when an Officer may need to.

SVU Sergeant Schneider also met with staff and leadership at Mujeres in Action, Domestic Violence Advocates in Spokane. Mujeres in Action (MiA) is a nonprofit organization that provides culturally responsive life-saving services and resources (advocacy, legal, housing) to Latinx survivors and their families, as well as educating the community from a Latinx perspective to end family violence. See miaspokane.org. SPD will likely partner with this organization to conduct training for officers.

Behavioral Health Unit (BHU)

The BHU continued to respond to calls involving people in crisis and successfully divert them from emergency rooms and jail. In May 2022, the BHU responded to a total of 454 calls for service, allowing other patrol units to take other calls. The unit responded to 87 BHU calls, 48 suicidal calls, and 96 welfare calls for service. They also contacted 76 individuals for follow-up. 18% of calls resulted in Involuntary Detentions. 1% of contacts resulted in an arrest.

What does a “diversion” from jail look like?

The BHU recently made a big impact on a young woman with co-occurring disorders. In March, she called the BHU after hearing about the unit from friends and the phone number from Compassionate Addiction Treatment. She was suffering from several disorders to include Bipolar 1, anxiety, depression, and PTSD. She used Heroin, Meth, and “Blue Mexis” (Fentanyl). She had used Heroin recently right before BHU contacted her because she was scared of withdrawals and also thought she may be arrested and going to jail. When the BHU contacted her, she was emaciated with her body covered in open sores. She was manic but wanted to get stable so she could work on getting on her feet for housing and work. She had a misdemeanor warrant that fell within the criteria to be diverted from our regional diversion center. BHU transported her to the stabilization facility, where she was admitted.

In late May, the BHU saw the individual and barely recognized her at all because she was well-nourished and healthy. The open sores on her face had disappeared. The young woman was thankful for having access to BHU and was also extremely thankful for getting her into treatment. She is stable, working for a local shelter, and is trying to move into the next step of independent housing. She stated without the help of BHU, she would not have been able to achieve her goals.



Hoopfest Impaired Driving Emphasis – A Multi-Agency Effort

Several agencies worked together to protect the community from impaired drivers. Washington State Patrol, Washington Traffic Safety Commission, and SPD worked together to apprehend impaired drivers and prevent collisions. They were supported by Spokane/ Spokane County Prosecutors office, Municipal / District Courts, Spokane County Detention Services, Naphcare nursing staff, the Spokane Convention Center, and all the support of the Chaplain Services with SPD, WSP, and SCSO.

There were no serious injury or fatal crashes in the Spokane area during this two-night emphasis. Officers heard great feedback from members of the community who thanked them for being out and keeping our roads and community safe during the event.

Lieutenant Jeff Leonard of the Washington State Patrol, Impaired Driving Section, stated, "On Friday night of Hoopfest weekend, the Mobile Impaired Driving Unit (MIDU) processed 12 Impaired Drivers. Drivers were arrested by three different agencies. On Saturday night, the MIDU processed 21 Impaired Drivers. Drivers were arrested by six different agencies. It is important to note, that 21 is the most processed in one night since pre-COVID. For the weekend – the high BAC was a .271.

"Other factors which made this weekend a success – jail transport of site, jail nurses on site (for medical screening and blood draws), food on site (provided by the Spokane chaplaincy programs) and the tremendous amount of prep work by Spokane PD to alert the courts, prosecutors, and public defender's office which results in most arrestees being booked. While there are many shout outs to give, much of the great work is attributed to Spokane PD Officer Mike Thomas who truly drove the success of this event.

Thank you for your continued support of IDS and the impaired driving programs, as stated in the beginning of this email, I believe this weekend was a HUGE success."

Captain Jeffrey M. Otis, District 4 Commander, Washington State Patrol, stated, "Chief Meidl – I just wanted you to be aware of the outstanding work Officer Mike Thomas did in setting up the traffic safety component of this year's Hoopfest law enforcement operations. Officer Thomas arranged for the WSP's Mobile Impaired Driving Unit to be present during the weekend which allowed officers in the field to focus on high volume traffic stops and DUI arrests with the DUI processing being handled by the MIDU. Officer Thomas also arranged for phlebotomists to be present for blood draws along with jail transport personnel to handle any required jail bookings thus freeing up officers to get back in the field. Finally Officer Thomas coordinated with the courts, prosecutors and public defenders offices to ensure everyone was aware of the potential increase in DUI arrests for the weekend.

"For the weekend, the MIDU processed 33 DUI suspects with 21 occurring Saturday night which is the most processed by the MIDU at any event since the pandemic started. Overall, this was an extremely successful operation and Officer Thomas deserves a significant amount of credit for getting everything set up."



North Precinct

Collaboration with Neighborhood Residents and Businesses

- Neighborhood Resource Officer J. Pavlischak has been working on several chronic nuisance properties in West Central. Several abatement agreements have been signed, and multiple residences have also been cited for failure to enter into an abatement agreement. Multiple abandoned vehicles have been towed from these properties.
- NRO Deanna Storch has been working with a property owner of a vacant lot that has been the target of criminal activity. “No Trespassing” signs have been posted and SPD is authorized to trespass people. Trespassers have significantly reduced during June 2022.
- Vehicle prowling and vehicle thefts have been the highest property/person crimes in the Nevawood area. NRO Storch says, “Please remember to take all belongings inside with you even if you are only going inside for a few moments. Purses, wallets, and electronics are being taken often. Never leave spare keys in your vehicle to that vehicle or the vehicle it parks next to at night.”
- NRO Jeremy Howe has been working on trespassers at Andrew Rypien Field, in response to neighbors making complaints about people making campfires overnight. He made several contacts with trespassers in June. SYSA responded to all of them and trespassed the individuals. NRO Howe arrested individuals with warrants. SYSA has been a great partner and is looking at ways to reduce overnight trespassers.

South Precinct

Collaboration with Neighborhood Residents and Businesses

- The South Precinct has been focusing on Camp Hope. Neighborhood Resource Officers are contacting people and asking them to remove their vehicles from various No Parking Zones. Several victims of car thefts came by camp to talk to officers, hoping to find their stolen vehicles at camp.
- NROs made several referrals to the Homeless Outreach Team, based on neighbor complaints.

Neighborhood Resource Officer Mark Brownell

NRO Brownell joined the South Precinct team recently and was recognized by Peyton Smith and Karen Ssebanikitta.

“Dear Police Chief Meidl,

We want to thank you for your recent appointment of Officer Mark Brownell as Browne’s Addition Neighborhood Resource Officer. We are so pleased with his interaction with our neighborhood council and safety officer in helping to keep our neighborhood safe. Officer Brownell also responds extremely fast to emails showing that he cares and wants to be of service. As we volunteer both for the local C.O.P.S. Shop and the Browne’s Addition Neighborhood Council, we have been active in working to keep our neighborhood and community safe, clean and welcoming. As such, we couldn’t be happier with your appointment of Officer Brownell. Thank you so very much.”

Downtown Precinct

Crime Prevention Missions

- During May and June 2022, the Downtown Precinct has been focusing on Pacific-2nd/Division-Spokane, which was experiencing high rates of vehicle prowling and Part 1 crimes, especially near some apartment complexes and businesses. The Precinct experienced success with their emphasis. As of June 28, the area has experienced significantly fewer calls for service and Part 1 crimes. The hot spot started with there were 201 calls for service, 20 arrests, and 14 Part I crimes. On June 22 there were 122 calls for service, 14 arrests, and 6 Part I crimes. By June 28, there were 65 calls for service, 3 arrests, and 5 Part 1 crimes for that week.
- During June and July 2022, the Precinct is focusing on Sprague-2nd Ave/Post-Monroe. From June 16-June 27, there were 79 calls for service and 11 Part 1 crimes. From June 28 to July 6, there were 22 calls for service, zero reports of vehicle prowling, 3 arrests, and zero Part 1 crimes.
- Bike Patrols reported a successful experience with the Pride Parade. There was a large turnout of people and no major issues.

Precinct Outreach

- Downtown Community Court triage meeting
- Hot spotters meeting
- Downtown security group meeting
- Business Improvement District Board meeting
- Washington State Public Safety Review Panel meeting
- Riverside Neighborhood Council meeting
- Coffee with a Cop on June 13, 2022, at the Starbucks on Main Street.
- Coffee with a Cop July 13, noon-2pm, at the 2nd/Division Starbucks.



Above: Downtown Precinct leadership, Mayor Woodward, Behavioral Health Unit, and Starbucks employees at Coffee with a Cop.

School Activities

- Officers attended Stevens Elementary School Cultural Night. It was fantastic!
- Officer John Yen went to Northwest Christian Schools 6th Grade Drug education day. He gave a 2 hour class on the different types of drugs and their effects.
- Officers were invited to Mt. Spokane High School for the end of year assembly. During the event, there was a teddy bear toss. Officers collected the stuffed animals for a donation to Deaconess Children's Hospital, Sally's House, and Union Gospel Mission Crisis Center for Women and Children.
- Officers attended Trinity Catholic Schools end of year celebration called "Cow Plop." There were games and events for the kids to participate in with officers.
- Officers were invited to Scott Elementary School to participate in the end of the year "Field Day" celebration. Officers played games (Disk Golf, basketball) with kids. The school provided a petting zoo and bouncy castles for the kids to celebrate the end of the year.



Recent Outreach Activities

Neighborhood Block Party
Spokane Juvenile Court Coordination of Services
Big Brothers Big Sisters
Northeast Community Center Coalition
Shadle Prevention & Wellness Coalition
Hoopfest

At the World Refugee Day Celebration, an officer set up a booth and handed out swag to the kids. They spoke with people in the park about the Spokane Police Department and the resources that they could access within SPD and the City of Spokane. Refugee Connections put this event on with other partners from the community.

Safety Classes

Officers were invited to Pacific Northwest Behavior to teach a class to students with special needs about safety and what to do when they need a police officer. The social skills class was designed knowing that to sensory issues can complicate students' interactions with law enforcement. Pacific Northwest Behavior staff wanted students to learn how to advocate for themselves, be aware of safety, and how to get help when needed.



Safety Talks were also given at a lunch with teens at Passages Family Support and at Northeast Youth Center. NEYC invited SPD to observe their lock down procedure for an emergency inside the building. Afterwards officers spoke to the kid's ages 6 to 12 about why the drills were important. Officers also spoke to the kids about general safety issues.

Law Enforcement Appreciation BBQ to kick off Hoopfest Weekend



Kris White with Colonial Life Insurance donated 250 BBQ lunches to be handed out at the Public Safety Building. He hired the owner of Zona Blanca, Chef Chad White, to put together the lunches. The lunches were handed out to any local law enforcement employees in the area.

The SPD Community Outreach Unit contacted the other agencies and help hand out the lunches.

Hoopfest Team



The Spokane Police Guild sponsored a team from Martin Luther King Jr. Community Center for Hoopfest. The team of three 13-year-olds wore Police Activities League (PAL) jerseys. The team took second place, losing in the Championship game. Officers were there to cheer on the team during all their games. SPD is so proud of this team, who was continually recognized for their great sportsmanship as well as basketball skills.

The team is pictured with Coach Bryan Hall and Community Outreach staff.

PAL Boxing

PAL Boxing meets 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. On June 17, two of the PAL Boxers participated in a boxing match.

Police Activities League (PAL)

The Police Activities League (PAL) is an outreach program created in 2013 to help build trusting relationships between at-risk youth and local law enforcement. Each summer, the PAL program offers fun, structured activities for youth, with opportunities to make friends and memories at their local parks. PAL engages youth with positive academic and athletic programs, such as flag football, basketball, running, soccer, swimming, and baseball. Science, Technology, Engineering, and Math (STEM) enrichment activities and lunch are provided at every session. Throughout the season, youth participants focus on five core values: honesty, integrity, leadership, sportsmanship and respect. PAL program takes a holistic approach to crime prevention, focusing on reducing drug and gang involvement, as well as making positive decisions. PAL is a collaborative program of Spokane Police Department, Spokane Police Foundation, Spokane Parks Department, and many other organizations working together to supply a myriad of resources in a central location.



The 2022 PAL summer program kicked off in July at neighborhood parks in West Central, East Central, and North Spokane and will continue through August. We have a lot of fun with our participants from the YMCA, West Central Community Center, Martin Luther King Jr Center, and Northeast Youth Center. SPD is so thankful to our many volunteers from the SPD Chaplaincy and Volunteer Services programs, Numerica Credit Union, and the community. Zip 2 Water donated a water filtration system to us. RESCU brought popsicles for the kids. Grants from Spokane Parks Foundation and Numerica Credit Union help the program succeed. Below, a few photos from the first week of PAL.





Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	Jim Christensen 509-835-4565
Contact Email	jchristensen@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed
Summary (Background)	<p><u>Background/History:</u> Report for Public Safety meeting Aug 1st, 2022.</p> <p>Statistic for Photo Red for the time frame of June 1st 2022, thru June 30th, 2022.</p> <p>There were 1638 violations on the photo red system from June 1st, 2022 thru June 30th, 2022. During the same time frame in 2021 there were 2437 violations, which is a decrease of 799 violations. SK13 Thor/2nd and SK009 Freya/3rd and SK07 2nd/Thor wrote zero infractions. These three sites are down due to construction. This accounts for the reductions.</p> <p>Statistic for Photo Speed for the time frame of June 1st, 2022, thru June 30th, 2022.</p> <p>There were 1347 violations on the photo speed system from June 1st, 2022 thru June 30th, 2022. During the same time frame in 2021 there were 1373 violations, which is a decrease of 26 infractions.</p> <p><u>Executive Summary: Photo RED</u></p> <p style="text-align: center;">June 1st, 2022, thru June 30th, 2022</p> <ul style="list-style-type: none"> • Browne and Sprague was the highest with 334 violations. • Division and Sprague was the second highest with 286 violations. • Division and Francis was the third highest with 277 violations. • Browne and Third was the fourth highest with 194 violations. <p><u>Executive Summary: Photo SPEED</u></p> <p style="text-align: center;">June 1st, 2022, thru June 30th, 2022</p> <ul style="list-style-type: none"> • SB Nevada St @ Longfellow Elementary was the highest with 499 violations. • SB N Monroe @ Willard Elementary was the second highest with 299 violations. • SB N Ash @ Ridgeview Elementary was the third highest with 219 violations.

	<ul style="list-style-type: none"> EB W Northwest Blvd St @ Finch Elementary was the fourth highest with 193 violations.
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? 	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

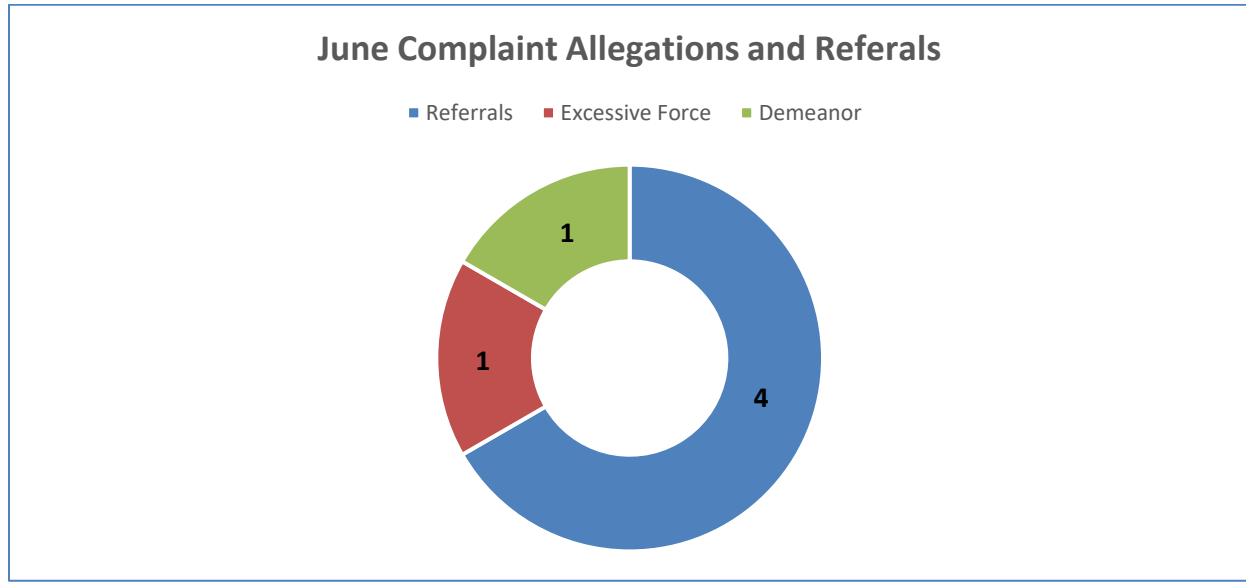


Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: June 1-30, 2022

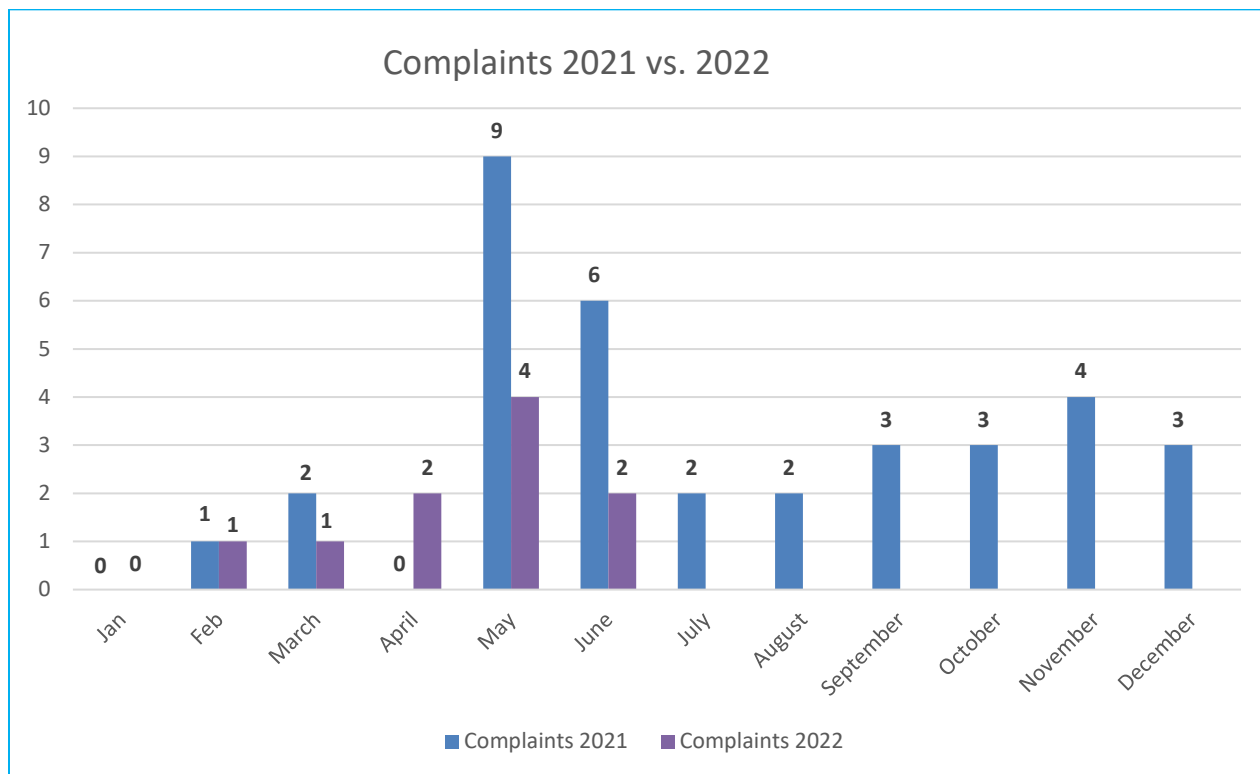
Complaints/Referrals/Contacts



Highlights:

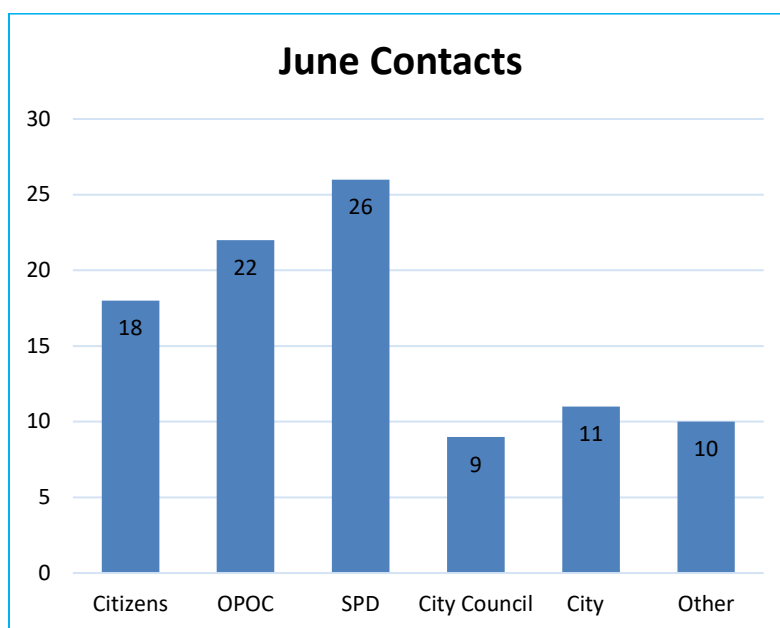
In June, the Office of the Police Ombudsman (OPO) submitted 2 Complaints to Internal Affairs, and 4 Referrals to various agencies. Highlights include:

- OPO 22-12: A community member alleged that they had called to report an assault that they had heard. The responding officer was blunt in their demeanor and did not ask questions of the community member when they explained that they witnessed the assault.
- OPO 22-13: A community member stated that their daughter was allegedly grabbed by the back of her shirt and shoved into the road. This led to their daughter getting a broken wrist and road rash.
- ER 22-27: A community member was concerned that a tenant was running a business out of the residence. Sent to Code Enforcement
- IR 22-28: A community member had concerns regarding a DV incident of a friend. Sent to SPD/IA for routing
- IR 22-29: A community member had information for detectives regarding their missing friend. Sent to SPD/IA for routing
- ER 22-30: A community member was frustrated with the lack of response from Spokane County Sheriff's Office. Sent to SCSO

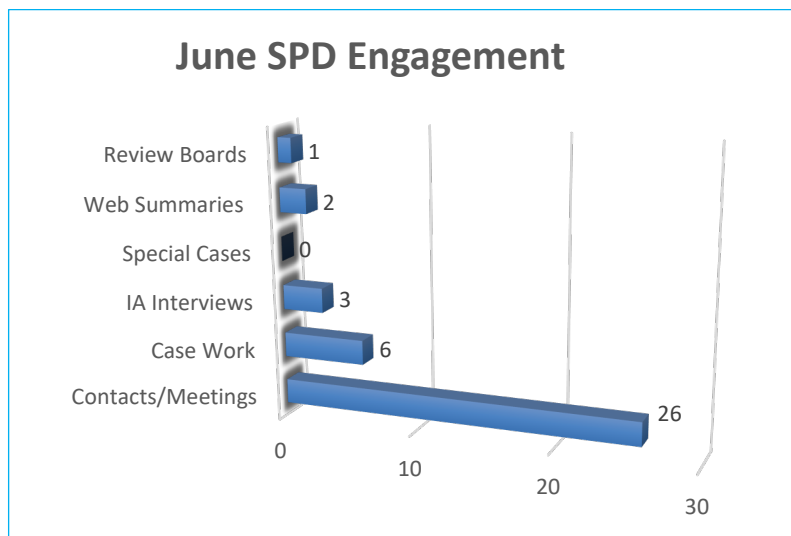


Contacts/Oversight:

- Contacts/Oversight**
- 87 total contacts
 - 18 community member contacts
 - 5 citizen interviews were conducted
 - 3 interviews in IA
 - 26 total SPD contacts
 - 19 IA contacts



Oversight Activities



Case Work

4 – Cases certified
2 – IA complaint summaries reviewed

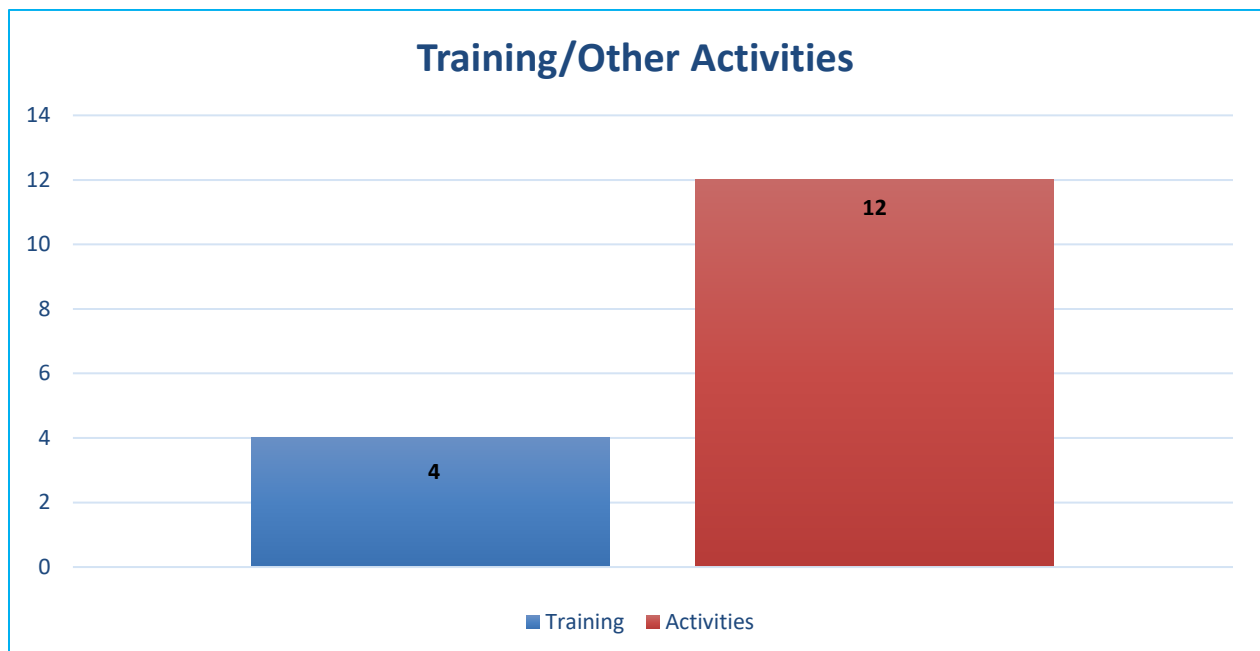
Special Cases

No Special Cases Reviewed this month
Due to no scheduled Review Boards

Review Boards / ARP

1 – DFRB

Training/Other Activities



Highlights:

- Training – Know B4 Training, NACOLE: Understanding Brady and Giglio and the Oversight Role, Calibre Press: 1st Amendment Training, Council OnBoarding
- Oversight –WSCJTC Meeting, SPD DFRB – Deadly Force Review Board, WASPC Conference, SPD Chief Monthly Meeting
- Other Community Meetings – OPOC Meeting, Leadership 2022, Celebrate Recovery Events Leadership Spokane Program Committee Meeting, Leadership Spokane Executive Board Meeting, PSCHC Meeting, Leadership Roundtable Event, Leadership Spokane Graduation Speaker
- Oversight/Outreach – NACOLE Internal Operations Committee, NACOLE Membership Support and Development Committee

Upcoming:

- WSCJTC Meetings
- Conduct Independent investigation
- OPOC Retreat
- International Association of Chiefs of Police (IACP) Annual Conference
- United States Ombudsman Association (USOA) Annual Conference
- National Association for Civilians Oversight of Law Enforcement (NACOLE) Annual Conference

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/>

AGREEMENT

between

CITY OF SPOKANE

and

SPOKANE POLICE GUILD

(2022)

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PREAMBLE

This Agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City and the Spokane Police Guild, hereinafter referred to as the Guild, has as its purpose the promotion of harmonious relations between the City and the Guild and the establishment of an equitable and peaceful procedure for the resolution of differences.

EMBODIMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any known subject or matter not specifically referred to or covered in this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

ARTICLE 1 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees with the exception of the Chief of Police, Assistant Police Chiefs, Majors, Directors, Captains, and Lieutenants.

ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be in effect as of the first day of January 2022 and shall remain in full force and effect through the thirty-first day of December 2022.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which date shall not be before the expiration of this contract.

ARTICLE 3 - EMPLOYER RESPONSIBILITIES

Management Rights - The Guild recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Guild recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.

4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.

5. To take whatever actions may be necessary to carry out police functions in emergency situations.

6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.

7. To maintain efficiency of government operations entrusted to management.

8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.

9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Guild by specific provisions of the Agreement.

ARTICLE 4 – CHECKOFF

The City agrees to deduct the Guild membership initiation fee, assessments, and, once each month, Guild dues from the pay of those employees who individually request in writing that such deduction be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Guild.

ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE

Section A - Grievance Procedure Steps

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.

2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this

Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.

3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1

A grievance may be presented to the Police Chief or designee by a Guild Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2

The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period, the

grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within the allotted time period, the date the response was due.

Step 5

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B - Arbitration

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties. For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into

the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.

5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

Section C - Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

ARTICLE 6 - CITY SECURITY

Section A

The Guild and the Police Officers agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike against management or any slowdown or other interruption of or interference with the normal work routine of any law enforcement activities or agencies.

Section B

Violation of any provision of this Article by the Guild shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Guild in addition to whatever other remedies may be available to the City at law or in equity.

Section C

Violation of any of the provisions of this Article by any Police Officer shall be cause for the immediate discharge of that officer. Except as otherwise provided by law, no Police Officer shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees return to work and attempt to bring about prompt resumption of normal operation. Such request shall be made in writing with a copy of such written request supplied to the City. The Guild shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

Section E

In the event the provisions of this Article are not complied with, the City may proceed directly to court in order to obtain any and all possible judicial relief, as well as pursuing whatever remedies are available under this Agreement.

Section F

The City agrees that there shall be no lockout of Police Department employees under any circumstances.

ARTICLE 7 – HOLIDAYS

Section A

The following holidays shall be recognized by permanent employees on the days established by the City for that holiday, except that patrol employees shall observe the actual holiday on New Years, Independence Day, and Christmas Day.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day

7. Christmas Day
8. Forty hours of Floating Holidays
9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Police Chief within the policy established for this holiday and may be utilized by the hour.

When a holiday falls on an employee's regular day off, the employee will receive compensatory time or pay for that day. An employee on approved paid leave shall be eligible for holiday pay. When a holiday falls during an employee's regular vacation period, that day will not be charged against the employee's vacation. The manner of compensation will be determined by the Chief of Police.

Those members of the bargaining unit who are normally scheduled to work four ten hour shifts per week but are released from work on a normally scheduled work day in observance of any of the eight specifically designated holidays, will be granted 10 hours of holiday pay. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

Section B - Work on a Non-Floating Holiday

When an employee takes the day off or is considered non-essential for the holiday, he/she will be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours for the day depending on the employees' work schedule.

When an employee works on any of the holidays listed above, he/she shall be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours of holiday pay depending on the work schedule the employee is assigned to. All employees who work on a designated holiday shall be paid an additional one and one-half (1 ½) times their current regular rate of pay for all hours worked on the holiday. The employee has the option of taking pay or comp for the time worked on the holiday, as provided in Article 9, section C.

Any hours worked that are in excess of the normal shift period will be considered overtime and will be paid at two and one-half (2 ½) times their current regular rate of pay for all overtime hours worked on a

holiday. The employee has the option of taking pay or comp for overtime worked on a holiday. The holiday pay (straight time) portion will not be available as compensatory time.

ARTICLE 8 - COURT TIME

Section A

When an officer is required to appear in court outside the regular duty hours, they shall be paid a minimum of two (2) hours, except where such appearance is an extension of the regularly scheduled shift. If an officer is required to appear on the officer's day off or while on vacation, the officer shall be paid a minimum of four (4) hours at the time and one half (1 ½) rate.

Court is defined as any court of law or administrative hearing where the officer is required to appear, including pretrial conferences with the attorneys representing the prosecution in a criminal case or the City in a civil suit.

Employees who have been served a subpoena shall appear in court unless notified otherwise by the prosecutor or a court official. Prosecutors and court officials cannot authorize stand-by pay. If the need to appear cannot be clarified once the subpoena has been served, employees should respond and be available to testify.

If the officer failed to clear with the court, prior to vacation, the above would not apply as vacation court pay.

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

Section B

The above provision shall not apply when the court time starts during the employee's regular work shift and extends beyond the end of the shift. When the court time commences on the employee's regular

shift and extends beyond the work shift, time and one-half (1½) shall be paid for the number of hours beyond the regular shift.

Section C

Employees shall have the option of selecting court time pay or compensatory time off.

ARTICLE 9 – OVERTIME

Section A - Miscellaneous

Temporary Schedule Adjustment – It is understood that employees in unique assignments such as the Special Investigative Unit, the Targeted Crimes Unit, the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, and the Traffic Unit will be expected to temporarily flex their schedules.

With forty-eight (48) hours notice employees assigned to the Chronic Offender Unit, Special Investigative Unit and the Targeted Crimes Unit may be required to temporarily adjust their work shift by up to four (4) hours.

With seven (7) calendar days notice, employees assigned to the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, the Traffic Unit, and the Support Services Division may be required to temporarily adjust their work shift by up to four (4) hours. Mandatory schedule adjustments shall not exceed four (4) adjustments within a calendar month. If the required notification is not given as stated above all work done outside of the regularly scheduled shift will be compensated and one and one-half (1 1/2) times the regular hourly rate of pay.

Availability of Special Overtime Assignments – Guild members may volunteer for an overtime assignment on their regularly scheduled days off, or outside their regularly scheduled shift consistent with the collective bargaining agreement.

Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of work may do so only under the following conditions:

Subject to this article and mutual agreement of the parties, Guild members may flex their work hours to avoid an overlap between their hours of work and the voluntary overtime assignment; or

Guild members may request the ability to switch a regularly scheduled work shift for a regularly scheduled day off. Both shifts must be within the same calendar pay period, and for a sister patrol team (if the Guild member is in patrol) during the same work hours as the Guild member's regularly scheduled work hours. All such trade requests must be pre-approved by the Guild member's sergeant, the sergeant supervising the sister patrol team involved in the trade, and the Guild member's lieutenant. The respective team sergeants and lieutenant may approve/deny requests based upon various operational factors, including the following: appropriate staffing levels, efficient use of department resources, and Guild members' fatigue. The lieutenant may approve a different make-up day than requested if it is in the best interest of the Department. Trade requests will not be approved if they result in additional overtime. Once approved, the make-up day will be considered the Guild members' regularly scheduled duty day for all purposes. Approval for trade requests may be cancelled due to an emergency. If a conflict develops between Guild members on the same team who have requested to switch shifts for same overtime opportunity, department seniority shall prevail.

Mutual Schedule Adjustment – An employee or the Employer may request a temporary schedule adjustment. Upon request a work shift may start by up to four (4) hours earlier or four (4) hours later than normally scheduled. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Unscheduled Overtime - When employees are required to return to work outside their normal duty hours and a minimum of 48 hours notice is not given, they will receive a minimum of four (4) hours pay at one and one-half times the employee's regular rate of pay. For those hours worked over four (4), they would be paid at the employee's time and one-half (1 1/2) rate until the overtime overlaps the employee's regular work shift. This section shall not apply to shift extensions at the end of the work shift.

Exception - If an employee is required to return to duty to complete work which is incomplete through the fault of the officer--necessary reports, citations, affidavits, etc.--no call back will be paid. Overtime at one and one-half times the employee's regular rate of pay will be paid for actual hours worked.

Section B - Overtime Rate

All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½)

times the regular hourly rate of pay.

Section C - Compensatory Time Off

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1st of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the police department if employees:

1. give less than five days written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
2. request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Years Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
3. request the use of compensatory time during any special event (Bloomsday, Lilac Parade, Neighbor days, etc)

The above list is not intended to be all inclusive of situations that are unduly disruptive, but rather is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

Section D - On Call

Any employee required by a supervisor to remain on-call for a weekend or fixed period of time shall be compensated at the following rate:

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain on-call during any holiday.
3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

ARTICLE 10 - CONTRACT PERSONNEL

Section A – Other Law Enforcement Agencies

The City and the Guild mutually agree that circumstances arise from time to time that call for the presence of more law enforcement personnel that are regularly on duty at that time. In order to meet the law enforcement needs of these circumstances, the City and the Guild agree that the City has the right to contract with other law enforcement agencies to supply law enforcement personnel and equipment.

In the event the City elects to so contract with other law enforcement agencies and sufficient time exists for proper planning, the City will first allow Guild members, not on regular duty during the time of need, to volunteer for the assignment. If the need is not filled by the volunteers, then the City may elect to implement contracts with other law enforcement agencies.

In an emergency or in the event the need for personnel is not filled by volunteers from the Guild, it is understood the City retains the right to require Guild members to report for duty under the terms and conditions of the general contract between the City and the Spokane Guild as amended.

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those

agencies, and their personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

Section B - Park Rangers

The City may issue a limited commission to and assign non-bargaining unit employees employed by the City as Park Rangers the authority to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of only the following crimes and infractions listed in the Spokane Municipal Code, within a City Park:

Public Parks - Prohibited Acts	Infraction	10.10.040
Littering \$113 \$1035 Lit Material [Cigarettes]	Infraction	10.08.010
Open/Consume Alcohol In A Public Place	Infraction	10.08.200
Open Possession/Consumption of Marijuana	Infraction	10.15.220
No Helmet Law - Non-Motorized	Infraction	10.17.030
Liquor In A Public Park	Misdemeanor	10.10.040
Second Degree Criminal Trespass	Misdemeanor	10.12.050
Third Degree Malicious Mischief	Misdemeanor	10.12.025
Lewd Conduct	Misdemeanor	10.06.020
Urinating in Public	Misdemeanor	10.06.015
Disorderly Conduct	Misdemeanor	10.10.020
Graffiti Vandalism	Misdemeanor	10.10.070
Third Degree Theft	Misdemeanor	10.05.100
Making a False Statement to a Public Servant; False Reporting	Misdemeanor	10.07.020A
Disorderly Conduct	Misdemeanor	10.10.020
Minor in Possession of Alcohol (MIP)	Misdemeanor	10.08.210A1
Unauthorized Camping on Public Property	Misdemeanor	12.02.1010
Injury to Tree on Public Property	Infraction	12.02.1004
Unlawful Burning on Public Property	Infraction	12.02.1006
Unlawful Disposal of Litter on Public Property	Infraction	12.02.1008

Park Ranger's shall request the assistance of the Spokane Police Department anytime they encounter an enforcement situation where they anticipate resistance or for violations that are outside of their limited commission to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of the crimes and infractions listed in paragraph 1 above, within a City Park.

The City will not make reference to the transfer of bargaining unit work to non-bargaining unit City employees in any proceeding between the parties, including any interest arbitration proceeding, any PERC

proceeding or any litigation, except that the City may make reference to the transfer of bargaining unit work to non-bargaining unit City employees in a proceeding to enforce the terms of Art. 10, Section B.

ARTICLE 11 – WAGES

Upon approval by the Guild and the City Council of the tentative agreement agreed upon by the Guild Negotiating Committee and the City Negotiating Committee, the agreement shall be made a part of the City Employees Pay Plan and administered in accordance with the City Employees Pay Plan Rules.

Effective the pay period that includes January 1, 2022, wages of all classifications covered by the Guild will be increased by 5.5%.

Service Advancement

All police officers with five (5) or more years of service as commissioned officers in the department will be moved to 902 – Senior Police Officer, Range 29 at their respective longevity levels. This movement will be described as a “Service Advancement” and will be on a qualifying basis with no probationary period.

Henceforth, when a police officer reaches five (5) years of commissioned service with the department, they will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

When they reach five (5) years longevity as a police officer, they will have their normal longevity increase during the affected pay period. At the beginning of the next quarter, they will advance to Senior Police Officer. In the interim, they will be paid out of grade at the Senior Police Officer pay range, five (5) year longevity level.

Lateral police officers will advance at a different rate than entry-level police officers. No later than completion of three (3) years of service in the department, their Service Advancement will occur. They will advance to Senior Police Officer at the entry level of Range 29 at the beginning of the next quarter, being paid out of grade until the paperwork is completed. They will remain at the entry level until they have completed five (5) years longevity in the department. At that time, they will progress through the normal longevity increase process in the Senior Police Officer pay range.

The quarterly changes are to be initiated by the department who will be keeping track of the next

group of employees eligible for the Service Advancement. The parties will work with the Spokane Civil Service Commission to ensure a smooth transition.

Acting Sergeant

Patrol Corporals when filling a vacant Sergeant position for four (4) hours or more shall receive an additional three (3%) percent of Corporal base pay for that shift.

Specialty Pay

When assigned, employees will be paid the following monthly pay in addition to their normal compensation based on the top step of the officers pay:

Hostage Negotiator	3%
S.W.A.T Team	3%
K-9 Handlers	3%
Field Training Officers	3%
Motorcycle Officer	3%
Tactical Team	3%
Bomb Squad	6%
Major Crime Detective	2%
Dignitary Protection	2%
Special Events Supervisor and Coordinator	3%
Assistant Range Master	3% (if a rank below Sergeant is assigned)

An additional \$30.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accord with contract provisions.

Longevity

<u>Years of Service</u>	<u>Percent</u>
--------------------------------	-----------------------

After 5 Years	2%
After 10 Years	4%
After 15 Years	6%
After 20 Years	8%
After 25 Years	10%
After 30 Years	12% (effective January 1, 2015)

Education

Effective May 1, 2014, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	.5%
BA or BS	1%

Effective January 1, 2015, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	1%
BA or BS	2%

Shift Premium

When a member is assigned a shift, the City agrees to pay the following monthly amounts based on the top step of the Senior Police Officer:

Second Shift	0.75%
Third Shift	1.5%
Fourth Shift	2.25%

Extra Duty Wages

Extra duty employment is defined as work that is voluntarily performed for a separate and independent employer from the City. Extra duty pay and procedures shall be subject to renegotiation between the parties and recorded in a Memorandum of Understanding. The parties agree to meet during the month of July each year of the life of this agreement to determine the wages for extra duty employment for the following year.

Basic Law Enforcement Training (BLET)

- A. Members instructing at the BLET and Reserve BLET sessions will be paid the then current hourly rate for instructors at the Burien, Washington WSCJTA.
- B. Members who instruct during BLET sessions will be given first consideration for other instruction opportunities sponsored by the department. Instruction outside BLET sessions will follow current contract provisions with the overtime rate applying when applicable. BLET instructors gain more experience in classroom settings and will therefore be in higher demand as instructors in other than BLET training sponsored by the department.

For purposes of pay rates, FLSA requires that any member who works over 171 hours in a 28 day work period will be paid at their regular rate at time and one half for each hour over the 171 hour threshold. These are for hours worked not hours paid (physically on duty, not including discretionary paid time off). The current 10/40 patrol schedule has established 13 individual 28 day work periods in each calendar year that can be used to identify any work period under consideration.

ARTICLE 12 – VACATION

Vacation shall accrue on a bi-weekly basis as follows:

<u>Years of Service</u>	<u>Bi-Weekly</u>	<u>Hours of Vacation</u>
At the beginning of the 1 st year through completion of the 4 th year	5.69 hours	148 hours
At the beginning of the 5 th year through completion of the 10 th year	7.23 hours	188 hours
At the beginning of the 11 th year through completion of the 17 th year	8.76 hours	228 hours
At the beginning of the 18 th year and over	10.30 hours	268 hours

On December 31 of any year, the City may reduce the above-referenced accrual rates to their 2010 levels by permanently increasing all pay steps by 2.5% across the board.

Maximum accrual will not exceed two times the annual allowance plus forty (40) hours. Maximum vacation cash-out at retirement is the same as the maximum accrual. Annual vacation bids will be granted on the basis of department seniority, within work unit/team.

With the approval of their supervisor, and after completion of six (6) months of service employees may use vacation up to and including the amount accrued. Employees will be allowed to take vacation in hourly increments.

An employee shall not be credited with any vacation leave in a particular pay period unless that employee has been in a paid status for eighty percent (80%) or more of the hours in that pay period.

For the purposes of application, maximum accrual and maximum carryover are interchangeable terms.

If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty by the City for any reason once the vacation has begun shall be reimbursed for required round trip transportation costs involved in returning for duty if the employee is out of the area.

ARTICLE 13 – UNIFORMS

New hires will be furnished with uniforms as provided below. Existing employees shall have their uniform and equipment allotment maintained in accordance with this list. Said uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides, provided that it issues the full complement of uniform items enumerated below.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two calendar week period (non-cumulative) per officer; provided that jumpsuits are to be laundered at home by the employee and not submitted for cleaning at City expense. Motorcycle Officers shall, during the months of May

through September, be entitled to have ten items cleaned during a two calendar week period (non-cumulative) per officer. Plain-clothes employees may substitute eight items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two calendar week per officer will be at the expense of the individual. Casual sports wear such as polo shirts and cotton twill pants are not covered under this agreement.

The following items shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition.

- 3 pairs of trousers (1 pair for det. & special units)
- 3 winter shirts (1 winter shirt for det. & special units)
- 2 winter jumpsuits
- 3 summer shirts (1 summer shirt for det. & special units)
- 2 summer jumpsuits
- 3 white shirts if required (motors, bike unit, etc.)
- 1 Uniform Tie
- 1 water resistant coat
- 1 badge
- 1 service weapon with 3 magazines
- 1 duty belt with 4 keepers
- 1 holster
- 1 set of handcuffs with case and key
- 1 OC 10 canister and holder
- 1 approved baton and holder
- 1 department radio and holder
- 1 rubber glove holder
- 1 protective vest

1 flashlight and holder

The City shall continue to provide special items to units with special requirements (motors, bike patrol, etc.). These special items will remain the property of the City. Probationary officers will receive one (1) uniform (summer/winter) at the time of hire and two (2) more upon completion of the Academy.

The items listed are the approved quartermaster issue items or replacement items. There are other items that are deemed approved and optional items that the employee is authorized to wear. Refer to applicable department uniform policy.

ARTICLE 14 - SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. These special items shall remain the property of the City. When the employer mandates a change in equipment, the employer shall provide the initial issue, unless the employee is allowed to continue using the obsolete article until no longer serviceable.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines established by the Guild and the City. The specific guidelines established by the Guild and the City to determine claims and the procedure for filing claims shall be posted.

ARTICLE 16 - LEAVES OF ABSENCE

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made by a part of the agreement:

Section A - Family Emergency Leave (LEOFF I and LEOFF II)

1. In the event of a serious sickness in the employee's family of any spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical service. In unusual situations, a LEOFF I officer may request a short extension of this leave. If any question arises, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.
2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section B – Family Leave

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480-hours) of unpaid leave during any 12 month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than 80 hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section C-Washington Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total six-tenths of one percent (.6%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .6 percent of employees' wages. The City will maintain the status quo of paying the total premium set by the State.

Section D - Funeral Leave (LEOFF I and LEOFF II)

In the event of a death in the family of any employee--spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. If any question arises, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section E - Illness Leave (LEOFF II)

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period.
2. **Use of Illness Leave** - Illness leave may be used after six (6) months of continuous service by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee.
3. **Waiver of Six Months Waiting Period** - The six months waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid

by Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.

5. **Sick Leave Buy Back** - Through February 20, 2014, LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four (384) hours of pay, which is 40% of 960 hours. Effective February 21, 2014, the cash out ratio will be sixty percent (60%), resulting in a maximum buy out of five hundred and seventy-six (576) hours of pay, which is 60% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

Section F - Disability Leave (LEOFF II Officers Only)

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his Worker's Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Workers' Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of any time-loss payments or disability leave supplement payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Section G - Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that approval of such authorization shall reside in the Police Chief or designee and the Human Resources Department. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Other requests for leave shall be answered

within ten (10) days.

Section H – Maternity Leave

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. “Authorized maternity leave” means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

Section I – Active Duty Call Up

1. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and C of this section. This leave is separate from any leave required by State or Federal law for training for any branch of the United States Reserve Forces or the National Guard.
2. Commencing on the first day of active duty and ending on the last day of active duty, each member’s military pay will be supplemented by an amount necessary to equal what the member’s pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.
3. Whether and to what extent a member called to active duty is covered by City sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts.

Section J - Care for Minor Children

Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

Limits on Leave for Minor Children

1. Sick leave must be previously accrued.
2. The leave must be used to care for the employees child under the age of 18; and
3. The child must have a health condition that requires treatment or supervision. Employees may be required to provide documentation from a physician that a child has a health condition.
4. A LEOFF II officer may use sick leave to stay home and supervise children under the age of 16 if the officer's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

ARTICLE 17 - GENERAL PROVISIONS

Section A - Pledge Against Discrimination

The City and the Police Guild are mutually committed to a workplace free from discrimination. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section B - Guild Bulletin Board

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

Section C - Guild Activities on City's Time and Premises

The City agrees that during working hours, on the employer's premises, or elsewhere, and without loss of pay, Guild officials shall be allowed to:

1. Post Guild notices and distribute Guild literature.
2. Attend meetings with the approval of the Police Chief or designee and solicit Guild membership without hindering normal operations.
3. Transmit communications authorized by the local Guild or its officers to the City or its representative.
4. Consult with the City, his representative, local Guild officers, or other Guild representatives concerning the enforcement of this Agreement.

Section D - Guild Business - Paid Leaves

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative conventions,

and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

Section E - Seniority

1) Definitions

Department Seniority - The total length of unbroken service within the Police Department.

Job Classification Seniority - Based on the date of appointment to that classification and shall apply throughout the department.

Non-Supervisory Personnel - All personnel below the rank of Sergeant.

Bureaus - There are two bureaus in the Police Department structure, which are: Operations Bureau and Investigations Bureau

Transfer - The reassignment from one bureau to another.

2) Shifts

a. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event the shift starting times are reset during the year by the Chief, sufficient notice will be given to the Guild to allow for a re-bid process as set forth under "Annual Bid for Shift". A re-bid shall not be required for seasonal shift changes of less than two hours. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms but it shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts. Examples: 5/8, 4/10, 10/40's etc.

b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the years of

experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

Probationary officers will not be counted into shift staffing until they have completed at least their ninth (9th) month of service.

c. Each K-9 Officer will work a 4/10 hour work schedule. Each K-9 Officer will check into and out of service at their residence. One and one-half (1 ½) hour each work day will be allowed for maintenance, care, and training. Officers will log on for a minimum of 8.5 hours each workday. When a member is using vacation, compensatory time, floating holidays, or sick leave, and in care of the Department's K-9 it shall be shown as 1.5 hours worked and 8.5 hours of leave. When the K-9 is not in the care of the officer, then use of any type of leave will be shown as 10 hours of leave used.

Section F - Seniority Lists

Each bureau shall have its seniority lists according to department seniority and job classification seniority. The member with the least department and job classification seniority shall be placed at the bottom of that respective seniority list.

The established seniority lists of the Spokane Police Department shall be brought up to date January 1st of each year, and a copy of this list will be delivered to the Guild ten (10) days prior to the effective date of this contract. Any objection to these lists shall be made during this ten (10) day period to the Executive Board of the Guild.

Section G - Annual Bid for Shifts

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift assignment.

Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

1. **Patrol Supervisor Shift Assignment** - By December 1st of each year, sergeants shall submit to their immediate supervisor a written request for patrol shift assignment for the following year. Seniority shall be given primary but not exclusive consideration in assigning such shifts. The City may make shift assignments without regard to seniority for reasonable cause.

Reassignments shall only be made when a vacancy exists or the City has reasonable cause to make a change. When a vacancy exists and the most senior sergeant's request is unable to be granted, the bureau commander, upon request, shall explain the reasons to the employee concerned in writing.

2. **Mid-Year Shift Assignment** - When a vacancy within a bureau in a non-supervisory job classification position occurs on a shift during the calendar year, assignment to that shift will be based on job classification seniority. Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

Vacancy means a position available in the total complement of personnel assigned and not to a particular job assignment. Exceptions may be made for reasonable cause.

Short-term exceptions for extreme hardship, not to exceed sixty (60) days, may be made when mutually agreed upon by the Chief of Police and the Guild President.

Section H - Transfers

In determining transfers of non-supervisory personnel, seniority shall be the determining factor. Exceptions may be made for reasonable cause.

Section I - Special Assignments

Management has the right to assign a member to a special assignment without regard to seniority. Special assignments include the following assignments and any other assignments mutually agreed to in writing:

1. Probationary Officer (newly hired)

2. Special Investigative Unit
3. K-9 Officer
4. Traffic Unit
5. Neighborhood Resource Officer
6. Field Training Officer
7. Special Weapons & Tactics Officer
8. Hostage Negotiator
9. Bomb Squad
10. Tactical Team
11. Dignitary Protection Team
12. Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
13. Patrol Anti-Crime Team
14. Chronic Offender Unit
15. Community Outreach
16. Domestic Violence Unit
17. TARU
18. FTO Coordinator
19. PIO
20. Other assignments as agreed to by the Police Guild President and the Office of the Chief.

For those special assignments where more than one (1) person is assigned and more than one (1) shift is involved, shift assignment will be by seniority as per the annual shift bid process. Any person so attached will not displace any other person regularly assigned to the bureau.

When an employee is assigned or removed from a special assignment, a letter of notice will be sent from the Unit Commander notifying the employee of their official change of status. This form will serve as

formal notice for payroll to begin or suspend specialty pay.

Section J - VEBA Medical Savings Trust

The City will contribute to the employees' deferred compensation accounts in accordance with specific provisions in Article 23 in lieu of contributing to a VEBA Account.

Section K - Duplication of Benefits

Should Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

Section L - f II Light Duty

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply;

Non-duty related temporary disability

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months (cumulative).
4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.

6. If any question arises as to the application of this section, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

Duty related temporary disability

This section (L) shall not apply to LEOFF II employees covered by worker compensation. The employer reserves all rights it has under the law to administer such claims, including requiring light duty, consistent with state law. The parties are bound by state, federal and applicable laws/regulations with respect to permanently disabled employees.

ARTICLE 18 – SUPPLEMENTAL AGREEMENTS

The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the Guild President or designee and the Mayor or designee.

Should either party, having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of this Agreement.

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or

those which have otherwise been reserved to the City by the express terms of this Agreement.

ARTICLE 19 - SAVING CLAUSE

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE 20 - JURY DUTY

City Employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to the shift supervisor for instructions as to whether to report for work during the remainder of the work date.

ARTICLE 21 – MISCELLANEOUS

Section A - Negotiations

Police Guild members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.

Section B - Mileage Allowance

The City agrees to pay the rate established by City policy to all Guild employees who use their personal vehicles to conduct approved City business.

Section C - Tuition Reimbursement

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or designee and the Human Resources Department before the course is taken. The cost for

books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after February 21, 2014, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

Section D - Joint Committee

The Chief of Police (or designee) and the President of the Guild (or designee) will meet for the purpose of developing recommendations for the Civil Service Commission concerning the sources, structure, and general components of promotional examinations within the bargaining unit. In the event that the joint recommendations are rejected by the Civil Service Commission, either party may reopen this section of the Agreement for the limited purpose of negotiating the possible implementation of the recommended changes in the promotional process.

Section E – SWAT Team

1. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Training time will be pre-approved by the member's unit supervisor. SWAT team members will submit a signature card to the unit supervisor for approval. The unit supervisor

will forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.

2. The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

3. Training time may not be carried over if not used during a given week.

4. No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

5. Officers will be subject to call at all times while they are being compensated for working out (physical fitness training).

6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

7. The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

Section F – On Duty Physical Fitness Training

1. Each employee assigned to uniformed field assignment may use two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Employees assigned to all other assignments will be allowed to convert lunch breaks (30 minutes) and the two daily rest periods (15 minutes each) for physical training. Detectives only may leave the Public Safety Building to jog as long as they carry their pagers or cell phones for emergency contact.

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.
3. Training time may not be carried over if not used during a given week.
4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.
5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).
6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

Section G – Leave Sharing

Occasionally Guild employees suffer from a severe or extraordinary illness or sustain an injury, or have an immediate family member suffering from a severe or extraordinary illness or injury and exhaust their leave balances. Often co-workers who have substantial leave balances wish to donate some of their leave to those employees. Leave sharing is the mechanism to accommodate both groups.

This agreement will permit employees of the Police Guild to donate vacation time, illness leave and/or compensatory time to a co-worker, who is suffering from, or has an immediate family member suffering from, a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, illness leave, compensatory time, floating holidays, and personal leave (if applicable) and who will imminently go on leave without pay or terminate City employment.

1. Eligibility to Receive Shared Leave

- a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
- d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
- e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
- g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
- h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.

2. Lifetime Maximums

- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.
- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

- c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.
- d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.
- e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.
- f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.
- h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.
- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime

maximum of one hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.

- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

6. Administration

- a. The Human Resources Department shall administer the leave-sharing program.

Section H – Swing Shift Parking

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

ARTICLE 22 - SALARY COMPUTATIONS

Section A - Regular Hourly Rate

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational or other incentive pays.

Section B - Pay Periods and Pay Checks

Pay periods shall be established on a bi-weekly basis. Pay checks shall be issued on a bi-weekly basis on alternate Fridays. Employees who do not work on Friday and those employees working the Thursday evening shift shall have their pay checks distributed, whenever possible, on the Thursday before pay day.

ARTICLE 23 - DEFERRED COMPENSATION

Section A - Deferred comp.

The City agrees to make a qualified deferred compensation plan available to Guild represented employees.

The City shall contribute 2.2% of each employee's base pay including longevity and education, regardless of whether that employee makes his/her own contribution. Employees may also make contributions to his or her own account. If an employee makes contributions to his/her account, the City shall make matching contributions of 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

Section B – Health reimbursement agreement/account.

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute one hundred seventy-five dollars (\$175) per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement.

Section C - VEBA Alternative.

The City will contribute \$50.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution. Upon ratification, the City will contribute \$75.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

ARTICLE 24 – DISCIPLINE

Section A - General

Both parties recognize that Police Officers have certain rights and responsibilities. Some of these rights and responsibilities are included in the departmental policy manual, under the title Complaint and Disciplinary Procedures.

Both parties agree that the carrying out of departmental Policy and Procedures is exclusively the province of the Chief of Police.

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of serious discipline be expunged from personnel files after a minimum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Requests for the expungement of disciplinary references in personnel files, pursuant to this section, shall not

be unreasonably denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

Section B - Forms of Discipline

The following disciplinary procedures apply to Guild members who are permanent employees, that is, have completed their probationary period. The City will continue to administer disciplinary actions in accordance with the "Just Cause" concept. Disciplinary actions may include, but are not limited to, the following actions: oral reprimand, written reprimand, denial of promotion, demotion, suspension, and discharge for cause.

Section C - Right of Appeal

Permanent employees (completed probation) shall have the right to take up discipline as a grievance, as set forth in Article 5 or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one or the other.

Section D(1) - Probationary Periods

Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

Section D(2) - Right of Petition

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative. However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

Section E - Police Officer Rights in Discipline

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.
2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
 - a. Committing a criminal offense; and/or
 - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
 - c. Of their right to Guild representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.

4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any

reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional

sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

ARTICLE 25 - DRUG TESTING

Section A

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said

agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Section B

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be ordered to immediately submit to discovery testing. Such tests include breath tests, urinalysis and blood screens to identify any involvement with alcohol or such drugs. An employee who refuses to submit to discovery testing shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article and therefore will be subject to discipline, including immediate discharge.

Section C

For the purpose of administering this Article the following definition of terms is provided:

1. Reasonable Suspicion - Reasonable suspicion is based on objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.
2. Under the Influence – In determining whether an employee is under the influence or using illegal drugs, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	Nanograms per milliliter (ng/ml)
	Test Level
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids	100

Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300

Level of the positive result for alcohol 0.04 blood alcohol

3. Illegal Drugs - All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.
4. Over-the-Counter Drugs - Are those drugs which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.
5. Prescription Drugs - All drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section D

If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given notice of an opportunity to confer with a Guild representative if one is readily available.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
3. The Employer may request urine and/or blood samples.

4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.

5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.

6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Guild.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

Section E

The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

Section F

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee will be subject to discipline, including immediate discharge, unless otherwise required by law.

ARTICLE 26 – HEALTH AND WELFARE

Section A - Insurance

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1,

2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.

2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.

3. **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.

Through April 30, 2014, medical plans offered will be City Plan III and Group Health I, with employees paying \$105/month toward coverage of the employee and his/her dependents in the employee's selected medical plan and the City paying the balance of the monthly premium.

Effective May 1, 2014, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Effective January 1, 2015, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

4. **Retiree Medical** – The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be allowed to access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.

5. **Life Insurance**

(a) For Police Officers: The City shall provide \$10,000 life insurance coverage to be paid in full by the City.

(b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.

(c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of \$60,000. K-9 Handlers and Hostage Negotiators will be provided \$50,000 in life insurance coverage.

6. **Long-Term Disability Insurance** - The City shall make payroll deduction available for Guild members to purchase the group disability insurance plan, which the Guild sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$30.50 per month, as wages, for LEOFF II officers.

7. **Vision Care** - The City agrees to provide vision care coverage for LEOFF II employees at the same level as LEOFF I in a manner determined by the City.

8. **Health Plan Redesign**. The Guild will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a reopener on employee benefits or as evidence that the Guild agrees to change any health care provision of this agreement by their participation.

9. **Employee Physicals**. Employee annual physicals shall be covered by the City under the employees

selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

ARTICLE 27 - CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) "OPO Independent Investigation" (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Deputy Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Deputy Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

(e) Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Deputy Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any

purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Deputy Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline or other tangible adverse employment action against a bargaining unit member, including but not limited to decisions regarding defense and indemnification of an officer. The closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Deputy Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Guild, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal

investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action. The OPO may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing

report of mediation services..

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

If the Ombudsman or Deputy Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all investigations. The Ombudsman or Deputy Ombudsman will promptly be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

The Ombudsman and/or Deputy Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Deputy Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely, thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the

Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Deputy Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Deputy Ombudsman may present a request for further investigation to the Police Ombudsman Commission, which shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Ombudsman or Deputy Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Deputy Ombudsman's request. The OPO will also prepare a log

reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the

investigator (OPO or third-party), OPOC or a combination thereof. The closing report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the OPO or third-party investigation. The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Deputy Ombudsman will then certify whether or not, in the opinion of the Ombudsman or Deputy Ombudsman, the internal investigation was timely, thorough and objective. This determination will be made within ten business days. Once the

certification determination is made in writing, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report of the Independent Investigation may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City

as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

The request from the Ombudsman or Deputy Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

(l) All disciplinary decisions will be made by the Chief (or designee).

(m) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

(n) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.

(o) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

(p) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for

changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

(q) Once the Ombudsman or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Deputy Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Deputy Ombudsman will collaborate on the input received from the Ombudsman and/or Deputy Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Deputy Ombudsman do not agree on the case summary after collaborating.

(r) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or

other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guild's right to require the City to engage in collective bargaining as authorized by law.

(t) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

(u) Prior to the release of any closing report by the OPO or OPOC, the Guild will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

(v) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the

Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(w) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(x) The Ombudsman or Deputy Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(y) In addition to whatever job requirements may be established by the City, which shall be the same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

(z) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an

arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(aa) Except where a different grievance procedure is specifically provided for, alleged violations of Article 27 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not meet the minimum job requirement established in Section (v) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(bb) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure may result in the removal by the City Council of the person(s) making the disclosure from the Police Ombudsman Commission.

(cc) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(dd) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(ee) Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

ARTICLE 28 – SALARY SAVINGS PLAN

The parties agree to adopt the Guild Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Minimum Age	Age + Years of Service	Monthly Payment	Duration
LEOFF II	53	78	\$500	8 years (96 months)
LEOFF I	53	78	\$300	5 years (60 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

B. Limits and Deadlines

	2010	Subsequent years
Number eligible	10	10
Deadline to apply for the incentive	March 1, 2010	Dec. 31 of the prior year
Deadline to retire	August 30, 2010	Between January 1 and June 30

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than 10 employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

D. COLA

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

E. Discontinuance/Reinstatement of Plan

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following 2013 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

Dated this ____ day of _____, 2022.

FOR THE CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
Interim City Administrator

Craig Meidl
Police Chief

Justin Lundgren
Assistant Police Chief

Michael Piccolo
Interim Human Resources Director

Approved as to form:

Lynden Smithson
City Attorney

FOR THE SPOKANE POLICE GUILD:

David Dunkin
President

Timothy Schwering
Vice-President

Ty Snider
Secretary

Ben Greer
Treasurer

Attest:

Terri Pfister
City Clerk

AGREEMENT

between

CITY OF SPOKANE

and

SPOKANE POLICE GUILD

(~~2017-2021~~2022)

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PREAMBLE

This Agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City and the Spokane Police Guild, hereinafter referred to as the Guild, has as its purpose the promotion of harmonious relations between the City and the Guild and the establishment of an equitable and peaceful procedure for the resolution of differences.

EMBODIMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any known subject or matter not specifically referred to or covered in this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

ARTICLE 1 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees with the exception of the Chief of Police, Assistant Police Chiefs, Majors, Directors, Captains, and Lieutenants.

ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be in effect as of the first day of January 20~~22~~¹⁷ and shall remain in full force and effect through the thirty-first day of December 202~~2~~⁴.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which date shall not be before the expiration of this contract.

ARTICLE 3 - EMPLOYER RESPONSIBILITIES

Management Rights - The Guild recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Guild recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.

4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.

5. To take whatever actions may be necessary to carry out police functions in emergency situations.

6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.

7. To maintain efficiency of government operations entrusted to management.

8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.

9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Guild by specific provisions of the Agreement.

ARTICLE 4 – CHECKOFF

The City agrees to deduct the Guild membership initiation fee, assessments, and, once each month, Guild dues from the pay of those employees who individually request in writing that such deduction be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Guild.

ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE

Section A - Grievance Procedure Steps

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.

2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild representatives concerning the interpretation or application of the provisions of this

Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.

3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1

A grievance may be presented to the Police Chief or designee by a Guild Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2

The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period, the

grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received within the allotted time period, the date the response was due.

Step 5

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B - Arbitration

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties.

For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into

the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.

5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

Section C - Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

ARTICLE 6 - CITY SECURITY

Section A

The Guild and the Police Officers agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike against management or any slowdown or other interruption of or interference with the normal work routine of any law enforcement activities or agencies.

Section B

Violation of any provision of this Article by the Guild shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Guild in addition to whatever other remedies may be available to the City at law or in equity.

Section C

Violation of any of the provisions of this Article by any Police Officer shall be cause for the immediate discharge of that officer. Except as otherwise provided by law, no Police Officer shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees return to work and attempt to bring about prompt resumption of normal operation. Such request shall be made in writing with a copy of such written request supplied to the City. The Guild shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

Section E

In the event the provisions of this Article are not complied with, the City may proceed directly to court in order to obtain any and all possible judicial relief, as well as pursuing whatever remedies are available under this Agreement.

Section F

The City agrees that there shall be no lockout of Police Department employees under any circumstances.

ARTICLE 7 – HOLIDAYS

Section A

The following holidays shall be recognized by permanent employees on the days established by the City for that holiday, except that patrol employees shall observe the actual holiday on New Years, Independence Day, and Christmas Day.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day

7. Christmas Day
8. Forty hours of Floating Holidays
9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Police Chief within the policy established for this holiday and may be utilized by the hour.

When a holiday falls on an employee's regular day off, the employee will receive compensatory time or pay for that day. An employee on approved paid leave shall be eligible for holiday pay. When a holiday falls during an employee's regular vacation period, that day will not be charged against the employee's vacation. The manner of compensation will be determined by the Chief of Police.

Those members of the bargaining unit who are normally scheduled to work four ten hour shifts per week but are released from work on a normally scheduled work day in observance of any of the eight specifically designated holidays, will be granted 10 hours of holiday pay. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

Section B - Work on a Non-Floating Holiday

When an employee takes the day off or is considered non-essential for the holiday, he/she will be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours for the day depending on the employees' work schedule.

When an employee works on any of the holidays listed above, he/she shall be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours of holiday pay depending on the work schedule the employee is assigned to. All employees who work on a designated holiday shall be paid an additional one and one-half (1 ½) times their current regular rate of pay for all hours worked on the holiday. The employee has the option of taking pay or comp for the time worked on the holiday, as provided in Article 9, section C.

Any hours worked that are in excess of the normal shift period will be considered overtime and will be paid at two and one-half (2 ½) times their current regular rate of pay for all overtime hours worked on a

holiday. The employee has the option of taking pay or comp for overtime worked on a holiday. The holiday pay (straight time) portion will not be available as compensatory time.

ARTICLE 8 - COURT TIME

Section A

When an officer is required to appear in court outside the regular duty hours, they shall be paid a minimum of two (2) hours, except where such appearance is an extension of the regularly scheduled shift. If an officer is required to appear on the officer's day off or while on vacation, the officer shall be paid a minimum of four (4) hours at the time and one half (1 ½) rate.

Court is defined as any court of law or administrative hearing where the officer is required to appear, including pretrial conferences with the attorneys representing the prosecution in a criminal case or the City in a civil suit.

Employees who have been served a subpoena shall appear in court unless notified otherwise by the prosecutor or a court official. Prosecutors and court officials cannot authorize stand-by pay. If the need to appear cannot be clarified once the subpoena has been served, employees should respond and be available to testify.

If the officer failed to clear with the court, prior to vacation, the above would not apply as vacation court pay.

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

Section B

The above provision shall not apply when the court time starts during the employee's regular work shift and extends beyond the end of the shift. When the court time commences on the employee's regular

shift and extends beyond the work shift, time and one-half (1½) shall be paid for the number of hours beyond the regular shift.

Section C

Employees shall have the option of selecting court time pay or compensatory time off.

ARTICLE 9 – OVERTIME

Section A - Miscellaneous

Temporary Schedule Adjustment – It is understood that employees in unique assignments such as the Special Investigative Unit, the Targeted Crimes Unit, the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, and the Traffic Unit will be expected to temporarily flex their schedules.

With forty-eight (48) hours notice employees assigned to the Chronic Offender Unit, Special Investigative Unit and the Targeted Crimes Unit may be required to temporarily adjust their work shift by up to four (4) hours.

With seven (7) calendar days notice, employees assigned to the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, the Traffic Unit, and the Support Services Division may be required to temporarily adjust their work shift by up to four (4) hours. Mandatory schedule adjustments shall not exceed four (4) adjustments within a calendar month. If the required notification is not given as stated above all work done outside of the regularly scheduled shift will be compensated and one and one-half (1 1/2) times the regular hourly rate of pay.

Availability of Special Overtime Assignments – Guild members may volunteer for an overtime assignment on their regularly scheduled days off, or outside their regularly scheduled shift consistent with the collective bargaining agreement.

Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of work may do so only under the following conditions:

Subject to this article and mutual agreement of the parties, Guild members may flex their work hours to avoid an overlap between their hours of work and the voluntary overtime assignment; or

Guild members may request the ability to switch a regularly scheduled work shift for a regularly scheduled day off. Both shifts must be within the same calendar pay period, and for a sister patrol team (if the Guild member is in patrol) during the same work hours as the Guild member's regularly scheduled work hours. All such trade requests must be pre-approved by the Guild member's sergeant, the sergeant supervising the sister patrol team involved in the trade, and the Guild member's lieutenant. The respective team sergeants and lieutenant may approve/deny requests based upon various operational factors, including the following: appropriate staffing levels, efficient use of department resources, and Guild members' fatigue. The lieutenant may approve a different make-up day than requested if it is in the best interest of the Department. Trade requests will not be approved if they result in additional overtime. Once approved, the make-up day will be considered the Guild members' regularly scheduled duty day for all purposes. Approval for trade requests may be cancelled due to an emergency. If a conflict develops between Guild members on the same team who have requested to switch shifts for same overtime opportunity, department seniority shall prevail.

Mutual Schedule Adjustment – An employee or the Employer may request a temporary schedule adjustment. Upon request a work shift may start by up to four (4) hours earlier or four (4) hours later than normally scheduled. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Unscheduled Overtime - When employees are required to return to work outside their normal duty hours and a minimum of 48 hours notice is not given, they will receive a minimum of four (4) hours pay at one and one-half times the employee's regular rate of pay. For those hours worked over four (4), they would be paid at the employee's time and one-half (1 1/2) rate until the overtime overlaps the employee's regular work shift. This section shall not apply to shift extensions at the end of the work shift.

Exception - If an employee is required to return to duty to complete work which is incomplete through the fault of the officer--necessary reports, citations, affidavits, etc.--no call back will be paid. Overtime at one and one-half times the employee's regular rate of pay will be paid for actual hours worked.

Section B - Overtime Rate

All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½)

times the regular hourly rate of pay.

Section C - Compensatory Time Off

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1st of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the police department if employees:

1. give less than five days written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
2. request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Years Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
3. request the use of compensatory time during any special event (Bloomsday, Lilac Parade, Neighbor days, etc)

The above list is not intended to be all inclusive of situations that are unduly disruptive, but rather is intended to give the parties guidance concerning the unduly disruptive provisions of the FLSA.

Section D - On Call

Any employee required by a supervisor to remain on-call for a weekend or fixed period of time shall be compensated at the following rate:

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain on-call during any holiday.
3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

ARTICLE 10 - CONTRACT PERSONNEL

Section A – Other Law Enforcement Agencies

The City and the Guild mutually agree that circumstances arise from time to time that call for the presence of more law enforcement personnel that are regularly on duty at that time. In order to meet the law enforcement needs of these circumstances, the City and the Guild agree that the City has the right to contract with other law enforcement agencies to supply law enforcement personnel and equipment.

In the event the City elects to so contract with other law enforcement agencies and sufficient time exists for proper planning, the City will first allow Guild members, not on regular duty during the time of need, to volunteer for the assignment. If the need is not filled by the volunteers, then the City may elect to implement contracts with other law enforcement agencies.

In an emergency or in the event the need for personnel is not filled by volunteers from the Guild, it is understood the City retains the right to require Guild members to report for duty under the terms and conditions of the general contract between the City and the Spokane Guild as amended.

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those

agencies, and their personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

Section B - Park Rangers

The City may issue a limited commission to and assign non-bargaining unit employees employed by the City as Park Rangers the authority to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of only the following crimes and infractions listed in the Spokane Municipal Code, within a City Park:

Public Parks - Prohibited Acts	Infraction	10.10.040
Littering \$113 \$1035 Lit Material [Cigarettes]	Infraction	10.08.010
Open/Consume Alcohol In A Public Place	Infraction	10.08.200
Open Possession/Consumption of Marijuana	Infraction	10.15.220
No Helmet Law - Non-Motorized	Infraction	10.17.030
Liquor In A Public Park	Misdemeanor	10.10.040
Second Degree Criminal Trespass	Misdemeanor	10.12.050
Third Degree Malicious Mischief	Misdemeanor	10.12.025
Lewd Conduct	Misdemeanor	10.06.020
Urinating in Public	Misdemeanor	10.06.015
Disorderly Conduct	Misdemeanor	10.10.020
Graffiti Vandalism	Misdemeanor	10.10.070
Third Degree Theft	Misdemeanor	10.05.100
Making a False Statement to a Public Servant; False Reporting	Misdemeanor	10.07.020A
Disorderly Conduct	Misdemeanor	10.10.020
Minor in Possession of Alcohol (MIP)	Misdemeanor	10.08.210A1
Unauthorized Camping on Public Property	Misdemeanor	12.02.1010
Injury to Tree on Public Property	Infraction	12.02.1004
Unlawful Burning on Public Property	Infraction	12.02.1006
Unlawful Disposal of Litter on Public Property	Infraction	12.02.1008

Park Ranger's shall request the assistance of the Spokane Police Department anytime they encounter an enforcement situation where they anticipate resistance or for violations that are outside of their limited commission to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of the crimes and infractions listed in paragraph 1 above, within a City Park.

The City will not make reference to the transfer of bargaining unit work to non-bargaining unit City employees in any proceeding between the parties, including any interest arbitration proceeding, any PERC

proceeding or any litigation, except that the City may make reference to the transfer of bargaining unit work to non-bargaining unit City employees in a proceeding to enforce the terms of Art. 10, Section B.

ARTICLE 11 – WAGES

Upon approval by the Guild and the City Council of the tentative agreement agreed upon by the Guild Negotiating Committee and the City Negotiating Committee, the agreement shall be made a part of the City Employees Pay Plan and administered in accordance with the City Employees Pay Plan Rules.

Effective the pay period that includes January 1, 2022, wages of all classifications covered by the Guild will be increased by 5.5%.

~~Effective January 1, 2017, wages of all classifications covered by the Guild will be increased by 2.25%. Such wage increase(s) shall be retroactive to January 1, 2017 for all individuals who worked any time after January 1, 2017, for all time worked.~~

~~Effective January 1, 2018, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2018 for all individuals who worked any time after January 1, 2018 for all time worked.~~

~~Effective January 1, 2019, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2019 for all individuals who worked any time after January 1, 2019 for all time worked.~~

~~Effective January 1, 2020, wages of all classifications covered by the Guild will be increased by 3%. Such wage increase shall be retroactive to January 1, 2020 for all individuals who worked any time after January 1, 2020, for all time worked.~~

~~Effective January 1, 2021, wages of all classifications covered by the Guild will be increased by 2.5%. Such wage increase shall be retroactive to January 1, 2021 for all individuals who worked any time after January 1, 2021, for all time worked.~~

Service Advancement

All police officers with five (5) or more years of service as commissioned officers in the department will

be moved to 902 – Senior Police Officer, Range 29 at their respective longevity levels. This movement will be described as a “Service Advancement” and will be on a qualifying basis with no probationary period.

Henceforth, when a police officer reaches five (5) years of commissioned service with the department, they will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

When they reach five (5) years longevity as a police officer, they will have their normal longevity increase during the affected pay period. At the beginning of the next quarter, they will advance to Senior Police Officer. In the interim, they will be paid out of grade at the Senior Police Officer pay range, five (5) year longevity level.

Lateral police officers will advance at a different rate than entry-level police officers. No later than completion of three (3) years of service in the department, their Service Advancement will occur. They will advance to Senior Police Officer at the entry level of Range 29 at the beginning of the next quarter, being paid out of grade until the paperwork is completed. They will remain at the entry level until they have completed five (5) years longevity in the department. At that time, they will progress through the normal longevity increase process in the Senior Police Officer pay range.

The quarterly changes are to be initiated by the department who will be keeping track of the next group of employees eligible for the Service Advancement. The parties will work with the Spokane Civil Service Commission to ensure a smooth transition.

Acting Sergeant

Patrol Corporals when filling a vacant Sergeant position for four (4) hours or more shall receive an additional three (3%) percent of Corporal base pay for that shift.

Specialty Pay

When assigned, employees will be paid the following monthly pay in addition to their normal compensation based on the top step of the officers pay:

Hostage Negotiator	3%
S.W.A.T Team	3%
K-9 Handlers	3%

Field Training Officers	3%
Motorcycle Officer	3%
Tactical Team	3%
Bomb Squad	6%
Major Crime Detective	2%
Dignitary Protection	2%
Special Events Supervisor and Coordinator	3%
Assistant Range Master	3% (if a rank below Sergeant is assigned)

An additional \$30.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accord with contract provisions.

Longevity

<u>Years of Service</u>	<u>Percent</u>
After 5 Years	2%
After 10 Years	4%
After 15 Years	6%
After 20 Years	8%
After 25 Years	10%
After 30 Years	12% (effective January 1, 2015)

Education

Effective May 1, 2014, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	.5%

BA or BS	1%
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Effective January 1, 2015, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	1%
BA or BS	2%

Shift Premium

When a member is assigned a shift, the City agrees to pay the following monthly amounts based on the top step of the Senior Police Officer:

Second Shift	0.75%
Third Shift	1.5%
Fourth Shift	2.25%

Extra Duty Wages

Extra duty employment is defined as work that is voluntarily performed for a separate and independent employer from the City. Extra duty pay and procedures shall be subject to renegotiation between the parties and recorded in a Memorandum of Understanding. The parties agree to meet during the month of July each year of the life of this agreement to determine the wages for extra duty employment for the following year.

Basic Law Enforcement Training (BLET)

- A. Members instructing at the BLET and Reserve BLET sessions will be paid the then current hourly rate for instructors at the Burien, Washington WSCJTA.
- B. Members who instruct during BLET sessions will be given first consideration for other instruction opportunities sponsored by the department. Instruction outside BLET sessions will follow current contract provisions with the overtime rate applying when applicable. BLET instructors gain more experience in classroom settings and will therefore be in higher demand as instructors in other

than BLET training sponsored by the department.

For purposes of pay rates, FLSA requires that any member who works over 171 hours in a 28 day work period will be paid at their regular rate at time and one half for each hour over the 171 hour threshold. These are for hours worked not hours paid (physically on duty, not including discretionary paid time off). The current 10/40 patrol schedule has established 13 individual 28 day work periods in each calendar year that can be used to identify any work period under consideration.

ARTICLE 12 – VACATION

Vacation shall accrue on a bi-weekly basis as follows:

<u>Years of Service</u>	<u>Bi-Weekly</u>	<u>Hours of Vacation</u>
At the beginning of the 1 st year through completion of the 4 th year	5.69 hours	148 hours
At the beginning of the 5 th year through completion of the 10 th year	7.23 hours	188 hours
At the beginning of the 11 th year through completion of the 17 th year	8.76 hours	228 hours
At the beginning of the 18 th year and over	10.30 hours	268 hours

On December 31 of any year, the City may reduce the above-referenced accrual rates to their 2010 levels by permanently increasing all pay steps by 2.5% across the board.

Maximum accrual will not exceed two times the annual allowance plus forty (40) hours. Maximum vacation cash-out at retirement is the same as the maximum accrual. Annual vacation bids will be granted on the basis of department seniority, within work unit/team.

With the approval of their supervisor, and after completion of six (6) months of service employees may use vacation up to and including the amount accrued. Employees will be allowed to take vacation in hourly increments.

An employee shall not be credited with any vacation leave in a particular pay period unless that employee has been in a paid status for eighty percent (80%) or more of the hours in that pay period.

For the purposes of application, maximum accrual and maximum carryover are interchangeable terms.

If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty by the City for any reason once the vacation has begun shall be reimbursed for required round trip transportation costs involved in returning for duty if the employee is out of the area.

ARTICLE 13 – UNIFORMS

New hires will be furnished with uniforms as provided below. Existing employees shall have their uniform and equipment allotment maintained in accordance with this list. Said uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides, provided that it issues the full complement of uniform items enumerated below.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two calendar week period (non-cumulative) per officer; provided that jumpsuits are to be laundered at home by the employee and not submitted for cleaning at City expense. Motorcycle Officers shall, during the months of May through September, be entitled to have ten items cleaned during a two calendar week period (non-cumulative) per officer. Plain-clothes employees may substitute eight items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two calendar week per officer will be at the expense of the individual. Casual sports wear such as polo shirts and cotton twill pants are not covered under this agreement.

The following items shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition.

- 3 pairs of trousers (1 pair for det. & special units)
- 3 winter shirts (1 winter shirt for det. & special units)
- 2 winter jumpsuits
- 3 summer shirts (1 summer shirt for det. & special units)

- 2 summer jumpsuits
- 3 white shirts if required (motors, bike unit, etc.)
- 1 Uniform Tie
- 1 water resistant coat
- 1 badge
- 1 service weapon with 3 magazines
- 1 duty belt with 4 keepers
- 1 holster
- 1 set of handcuffs with case and key
- 1 OC 10 canister and holder
- 1 approved baton and holder
- 1 department radio and holder
- 1 rubber glove holder
- 1 protective vest
- 1 flashlight and holder

The City shall continue to provide special items to units with special requirements (motors, bike patrol, etc.). These special items will remain the property of the City. Probationary officers will receive one (1) uniform (summer/winter) at the time of hire and two (2) more upon completion of the Academy.

The items listed are the approved quartermaster issue items or replacement items. There are other items that are deemed approved and optional items that the employee is authorized to wear. Refer to applicable department uniform policy.

ARTICLE 14 - SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. These special items shall remain the property of the City. When the employer mandates a change in equipment, the employer shall provide the initial issue, unless the employee is allowed to continue

using the obsolete article until no longer serviceable.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines established by the Guild and the City. The specific guidelines established by the Guild and the City to determine claims and the procedure for filing claims shall be posted.

ARTICLE 16 - LEAVES OF ABSENCE

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made by a part of the agreement:

Section A - Family Emergency Leave (LEOFF I and LEOFF II)

1. In the event of a serious sickness in the employee's family of any spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical service. In unusual situations, a LEOFF I officer may request a short extension of this leave. If any question arises, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section B – Family Leave

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480-hours) of unpaid leave during any 12 month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than 80 hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section C-Washington Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 202~~20~~²⁹, premiums will total ~~four~~six-tenths of one percent (~~.6-4~~%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .6-4 percent of employees' wages. The City will maintain the status quo of paying the total premium set by the State.

Section D - Funeral Leave (LEOFF I and LEOFF II)

In the event of a death in the family of any employee--spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. If any question arises, the President of the Guild and the Chief of Police, or their

designees, will negotiate the matter and their decision will be final.

Section E - Illness Leave (LEOFF II)

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period.
2. **Use of Illness Leave** - Illness leave may be used after six (6) months of continuous service by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee.
3. **Waiver of Six Months Waiting Period** - The six months waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.
5. **Sick Leave Buy Back** - Through February 20, 2014, LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four (384) hours of pay, which is 40% of 960 hours. Effective February 21, 2014, the cash out ratio will be sixty percent (60%), resulting in a maximum buy out of five hundred and seventy-six (576) hours of pay, which is 60% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

Section F - Disability Leave (LEOFF II Officers Only)

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his Worker's Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination

of the Workers' Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of any time-loss payments or disability leave supplement payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Section G - Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that approval of such authorization shall reside in the Police Chief or designee and the Human Resources Department. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Other requests for leave shall be answered within ten (10) days.

Section H – Maternity Leave

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. "Authorized maternity leave" means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

Section I – Active Duty Call Up

1. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and C of this section. This leave is separate from any leave required by State or Federal law for training for any

branch of the United States Reserve Forces or the National Guard.

2. Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.

3. Whether and to what extent a member called to active duty is covered by City sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts.

Section J - Care for Minor Children

Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

Limits on Leave for Minor Children

1. Sick leave must be previously accrued.

2. The leave must be used to care for the employees child under the age of 18; and

3. The child must have a health condition that requires treatment or supervision. Employees may be required to provide documentation from a physician that a child has a health condition.

4. A LEOFF II officer may use sick leave to stay home and supervise children under the age of 16 if the officer's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

ARTICLE 17 - GENERAL PROVISIONS

Section A - Pledge Against Discrimination

The City and the Police Guild are mutually committed to a workplace free from discrimination. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section B - Guild Bulletin Board

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

Section C - Guild Activities on City's Time and Premises

The City agrees that during working hours, on the employer's premises, or elsewhere, and without loss of pay, Guild officials shall be allowed to:

1. Post Guild notices and distribute Guild literature.
2. Attend meetings with the approval of the Police Chief or designee and solicit Guild membership without hindering normal operations.
3. Transmit communications authorized by the local Guild or its officers to the City or its representative.
4. Consult with the City, his representative, local Guild officers, or other Guild representatives concerning the enforcement of this Agreement.

Section D - Guild Business - Paid Leaves

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative conventions,

and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

Section E - Seniority

1) Definitions

Department Seniority - The total length of unbroken service within the Police Department.

Job Classification Seniority - Based on the date of appointment to that classification and shall apply throughout the department.

Non-Supervisory Personnel - All personnel below the rank of Sergeant.

Bureaus - There are two bureaus in the Police Department structure, which are: Operations Bureau and Investigations Bureau

Transfer - The reassignment from one bureau to another.

2) Shifts

a. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event the shift starting times are reset during the year by the Chief, sufficient notice will be given to the Guild to allow for a re-bid process as set forth under "Annual Bid for Shift". A re-bid shall not be required for seasonal shift changes of less than two hours. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms but it shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts. Examples: 5/8, 4/10, 10/40's etc.

b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the years of

experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

Probationary officers will not be counted into shift staffing until they have completed at least their ninth (9th) month of service.

c. Each K-9 Officer will work a 4/10 hour work schedule. Each K-9 Officer will check into and out of service at their residence. One and one-half (1 ½) hour each work day will be allowed for maintenance, care, and training. Officers will log on for a minimum of 8.5 hours each workday. When a member is using vacation, compensatory time, floating holidays, or sick leave, and in care of the Department's K-9 it shall be shown as 1.5 hours worked and 8.5 hours of leave. When the K-9 is not in the care of the officer, then use of any type of leave will be shown as 10 hours of leave used.

Section F - Seniority Lists

Each bureau shall have its seniority lists according to department seniority and job classification seniority. The member with the least department and job classification seniority shall be placed at the bottom of that respective seniority list.

The established seniority lists of the Spokane Police Department shall be brought up to date January 1st of each year, and a copy of this list will be delivered to the Guild ten (10) days prior to the effective date of this contract. Any objection to these lists shall be made during this ten (10) day period to the Executive Board of the Guild.

Section G - Annual Bid for Shifts

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift assignment.

Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

1. **Patrol Supervisor Shift Assignment** - By December 1st of each year, sergeants shall submit to their immediate supervisor a written request for patrol shift assignment for the following year. Seniority shall be given primary but not exclusive consideration in assigning such shifts. The City may make shift assignments without regard to seniority for reasonable cause.

Reassignments shall only be made when a vacancy exists or the City has reasonable cause to make a change. When a vacancy exists and the most senior sergeant's request is unable to be granted, the bureau commander, upon request, shall explain the reasons to the employee concerned in writing.

2. **Mid-Year Shift Assignment** - When a vacancy within a bureau in a non-supervisory job classification position occurs on a shift during the calendar year, assignment to that shift will be based on job classification seniority. Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

Vacancy means a position available in the total complement of personnel assigned and not to a particular job assignment. Exceptions may be made for reasonable cause.

Short-term exceptions for extreme hardship, not to exceed sixty (60) days, may be made when mutually agreed upon by the Chief of Police and the Guild President.

Section H - Transfers

In determining transfers of non-supervisory personnel, seniority shall be the determining factor. Exceptions may be made for reasonable cause.

Section I - Special Assignments

Management has the right to assign a member to a special assignment without regard to seniority. Special assignments include the following assignments and any other assignments mutually agreed to in writing:

1. Probationary Officer (newly hired)

2. Special Investigative Unit
3. K-9 Officer
4. Traffic Unit
5. Neighborhood Resource Officer
6. Field Training Officer
7. Special Weapons & Tactics Officer
8. Hostage Negotiator
9. Bomb Squad
10. Tactical Team
11. Dignitary Protection Team
12. Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
13. Patrol Anti-Crime Team
14. Chronic Offender Unit
15. Community Outreach
16. Domestic Violence Unit
17. TARU
18. FTO Coordinator
19. PIO
20. Other assignments as agreed to by the Police Guild President and the Office of the Chief.

For those special assignments where more than one (1) person is assigned and more than one (1) shift is involved, shift assignment will be by seniority as per the annual shift bid process. Any person so attached will not displace any other person regularly assigned to the bureau.

When an employee is assigned or removed from a special assignment, a letter of notice will be sent from the Unit Commander notifying the employee of their official change of status. This form will serve as

formal notice for payroll to begin or suspend specialty pay.

Section J - VEBA Medical Savings Trust

The City will contribute to the employees' deferred compensation accounts in accordance with specific provisions in Article 23 in lieu of contributing to a VEBA Account.

Section K - Duplication of Benefits

Should Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

Section L - ~~LEOFF~~ II Light Duty

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply;

Non-duty related temporary disability

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months (cumulative).
4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.

6. If any question arises as to the application of this section, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

Duty related temporary disability

This section (L) shall not apply to LEOFF II employees covered by worker compensation. The employer reserves all rights it has under the law to administer such claims, including requiring light duty, consistent with state law. The parties are bound by state, federal and applicable laws/regulations with respect to permanently disabled employees.

ARTICLE 18 – SUPPLEMENTAL AGREEMENTS

The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the Guild President or designee and the Mayor or designee.

Should either party, having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of this Agreement.

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or

those which have otherwise been reserved to the City by the express terms of this Agreement.

ARTICLE 19 - SAVING CLAUSE

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE 20 - JURY DUTY

City Employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to the shift supervisor for instructions as to whether to report for work during the remainder of the work date.

ARTICLE 21 – MISCELLANEOUS

Section A - Negotiations

Police Guild members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.

Section B - Mileage Allowance

The City agrees to pay the rate established by City policy to all Guild employees who use their personal vehicles to conduct approved City business.

Section C - Tuition Reimbursement

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or designee and the Human Resources Department before the course is taken. The cost for

books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after February 21, 2014, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

Section D - Joint Committee

The Chief of Police (or designee) and the President of the Guild (or designee) will meet for the purpose of developing recommendations for the Civil Service Commission concerning the sources, structure, and general components of promotional examinations within the bargaining unit. In the event that the joint recommendations are rejected by the Civil Service Commission, either party may reopen this section of the Agreement for the limited purpose of negotiating the possible implementation of the recommended changes in the promotional process.

Section E – SWAT Team

1. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Training time will be pre-approved by the member's unit supervisor. SWAT team members will submit a signature card to the unit supervisor for approval. The unit supervisor

will forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.

2. The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

3. Training time may not be carried over if not used during a given week.

4. No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

5. Officers will be subject to call at all times while they are being compensated for working out (physical fitness training).

6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

7. The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

Section F – On Duty Physical Fitness Training

1. Each employee assigned to uniformed field assignment may use two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Employees assigned to all other assignments will be allowed to convert lunch breaks (30 minutes) and the two daily rest periods (15 minutes each) for physical training. Detectives only may leave the Public Safety Building to jog as long as they carry their pagers or cell phones for emergency contact.

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.
3. Training time may not be carried over if not used during a given week.
4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.
5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).
6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

Section G – Leave Sharing

Occasionally Guild employees suffer from a severe or extraordinary illness or sustain an injury, or have an immediate family member suffering from a severe or extraordinary illness or injury and exhaust their leave balances. Often co-workers who have substantial leave balances wish to donate some of their leave to those employees. Leave sharing is the mechanism to accommodate both groups.

This agreement will permit employees of the Police Guild to donate vacation time, illness leave and/or compensatory time to a co-worker, who is suffering from, or has an immediate family member suffering from, a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, illness leave, compensatory time, floating holidays, and personal leave (if applicable) and who will imminently go on leave without pay or terminate City employment.

1. Eligibility to Receive Shared Leave

- a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
- d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
- e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
- g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
- h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.

2. Lifetime Maximums

- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.

- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.
- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

- c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.
- d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.
- e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.
- f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.
- h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.
- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime

maximum of one hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.

- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

6. Administration

- a. The Human Resources Department shall administer the leave-sharing program.

Section H – Swing Shift Parking

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

ARTICLE 22 - SALARY COMPUTATIONS

Section A - Regular Hourly Rate

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational or other incentive pays.

Section B - Pay Periods and Pay Checks

Pay periods shall be established on a bi-weekly basis. Pay checks shall be issued on a bi-weekly basis on alternate Fridays. Employees who do not work on Friday and those employees working the Thursday evening shift shall have their pay checks distributed, whenever possible, on the Thursday before pay day.

ARTICLE 23 - DEFERRED COMPENSATION

Section A - Deferred comp.

The City agrees to make a qualified deferred compensation plan available to Guild represented employees.

The City shall contribute 2.2% of each employee's base pay including longevity and education, regardless of whether that employee makes his/her own contribution. Employees may also make contributions to his or her own account. If an employee makes contributions to his/her account, the City shall make matching contributions of 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

Section B – Health reimbursement agreement/account.

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute one hundred seventy-five dollars (\$175) per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement.

Section C - VEBA Alternative.

The City will contribute \$50.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution. Upon ratification, the City will contribute \$75.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

ARTICLE 24 – DISCIPLINE

Section A - General

Both parties recognize that Police Officers have certain rights and responsibilities. Some of these rights and responsibilities are included in the departmental policy manual, under the title Complaint and Disciplinary Procedures.

Both parties agree that the carrying out of departmental Policy and Procedures is exclusively the province of the Chief of Police.

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of serious discipline be expunged from personnel files after a minimum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Requests for the expungement of disciplinary references in personnel files, pursuant to this section, shall not

be unreasonably denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

Section B - Forms of Discipline

The following disciplinary procedures apply to Guild members who are permanent employees, that is, have completed their probationary period. The City will continue to administer disciplinary actions in accordance with the "Just Cause" concept. Disciplinary actions may include, but are not limited to, the following actions: oral reprimand, written reprimand, denial of promotion, demotion, suspension, and discharge for cause.

Section C - Right of Appeal

Permanent employees (completed probation) shall have the right to take up discipline as a grievance, as set forth in Article 5 or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one or the other.

Section D(1) - Probationary Periods

Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

Section D(2) - Right of Petition

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative. However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

Section E - Police Officer Rights in Discipline

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.
2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
 - a. Committing a criminal offense; and/or
 - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
 - c. Of their right to Guild representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.

4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any

reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional

sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

ARTICLE 25 - DRUG TESTING

Section A

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said

agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Section B

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be ordered to immediately submit to discovery testing. Such tests include breath tests, urinalysis and blood screens to identify any involvement with alcohol or such drugs. An employee who refuses to submit to discovery testing shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article and therefore will be subject to discipline, including immediate discharge.

Section C

For the purpose of administering this Article the following definition of terms is provided:

1. Reasonable Suspicion - Reasonable suspicion is based on objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.
2. Under the Influence – In determining whether an employee is under the influence or using illegal drugs, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	Nanograms per milliliter (ng/ml)
	Test Level
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids	100

Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
Level of the positive result for alcohol	0.04 blood alcohol

3. Illegal Drugs - All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.
4. Over-the-Counter Drugs - Are those drugs which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.
5. Prescription Drugs - All drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section D

If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given notice of an opportunity to confer with a Guild representative if one is readily available.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
3. The Employer may request urine and/or blood samples.

4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.

5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.

6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties. The results of such tests shall be made available to the Employer and the Guild.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.

9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

Section E

The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

Section F

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee will be subject to discipline, including immediate discharge, unless otherwise required by law.

ARTICLE 26 – HEALTH AND WELFARE

Section A - Insurance

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1,

2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.

2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.

3. **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.

Through April 30, 2014, medical plans offered will be City Plan III and Group Health I, with employees paying \$105/month toward coverage of the employee and his/her dependents in the employee's selected medical plan and the City paying the balance of the monthly premium.

Effective May 1, 2014, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Effective January 1, 2015, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

4. **Retiree Medical** – The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be allowed to access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.

5. **Life Insurance**

- (a) For Police Officers: The City shall provide \$10,000 life insurance coverage to be paid in full by the City.
- (b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.
- (c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of \$60,000. K-9 Handlers and Hostage Negotiators will be provided \$50,000 in life insurance coverage.

6. **Long-Term Disability Insurance** - The City shall make payroll deduction available for Guild members to purchase the group disability insurance plan, which the Guild sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$30.50 per month, as wages, for LEOFF II officers.

7. **Vision Care** - The City agrees to provide vision care coverage for LEOFF II employees at the same level as LEOFF I in a manner determined by the City.

8. **Health Plan Redesign**. The Guild will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a reopener on employee benefits or as evidence that the Guild agrees to change any health care provision of this agreement by their participation.

9. **Employee Physicals**. Employee annual physicals shall be covered by the City under the employees

selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

ARTICLE 27 - CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) "OPO Independent Investigation" (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Deputy Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Deputy Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

(e) Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Deputy Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any

purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Deputy Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline or other tangible adverse employment action against a bargaining unit member, including but not limited to decisions regarding defense and indemnification of an officer. The closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Deputy Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Guild, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal

investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action, ~~except that a summary of the mediation without identification of the names of the participants may be disclosed in an OPO closing report.~~ The OPO ~~shall~~ may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer

~~participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing report of mediation services, provided, including any agreements reached between the parties.~~

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

If the Ombudsman or Deputy Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all investigations. The Ombudsman or Deputy Ombudsman will promptly be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

The Ombudsman and/or Deputy Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Deputy Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely,

thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Deputy Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Deputy Ombudsman may present a request for further investigation to the Police Ombudsman Commission, which shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Ombudsman or Deputy Ombudsman will promptly provide the Police Ombudsman Commission all

documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Deputy Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing

report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the investigator (OPO or third-party), OPOC or a combination thereof. The closing report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Deputy Ombudsman will then certify whether or not, in the

opinion of the Ombudsman or Deputy Ombudsman, the internal investigation was timely, thorough and objective. This determination will be made within ten business days. Once the certification determination is made in writing, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report of the Independent Investigation may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this

section will not identify specific members of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

The request from the Ombudsman or Deputy Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

(l) All disciplinary decisions will be made by the Chief (or designee).

(m) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

(n) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.

(o) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

(p) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the

complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

(q) Once the Ombudsman or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Deputy Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Deputy Ombudsman will collaborate on the input received from the Ombudsman and/or Deputy Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Deputy Ombudsman do not agree on the case summary after collaborating.

(r) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a

certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guild's right to require the City to engage in collective bargaining as authorized by law.

(t) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

(u) Prior to the release of any closing report by the OPO or OPOC, the Guild will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

(v) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(w) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(x) The Ombudsman or Deputy Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations

concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

(y) In addition to whatever job requirements may be established by the City, which shall be the same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

(z) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Guild as appropriate to

resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Guild may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Guild's request for Expedited Arbitration, and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(aa) Except where a different grievance procedure is specifically provided for, alleged violations of Article 27 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not meet the minimum job requirement established in Section (v) above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(bb) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure may result in the removal by the City Council of the person(s) making the disclosure from the Police Ombudsman Commission.

(cc) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their

authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(dd) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(ee) Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

ARTICLE 28 – SALARY SAVINGS PLAN

The parties agree to adopt the Guild Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Minimum Age	Age + Years of Service	Monthly Payment	Duration
LEOFF II	53	78	\$500	8 years (96 months)
LEOFF I	53	78	\$300	5 years (60 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

B. Limits and Deadlines

	2010	Subsequent years
Number eligible	10	10
Deadline to apply for the incentive	March 1, 2010	Dec. 31 of the prior year
Deadline to retire	August 30, 2010	Between January 1 and June 30

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than 10 employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

D. COLA

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

E. Discontinuance/Reinstatement of Plan

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following 2013 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

Dated this ____ day of _____, ~~2024~~2022.

FOR THE CITY OF SPOKANE:

FOR THE SPOKANE POLICE GUILD:

Nadine Woodward
Mayor

David Dunkin
President

Johnnie Perkins
Interim City Administrator

Timothy Schwering
Vice-President

Craig Meidl
Police Chief

~~Timothy Schwering~~
~~Vice-President~~

Justin Lundgren
Assistant Police Chief

Ty Snider
Secretary

Michael Piccolo
Interim Human Resources Director

Ben Greer
Treasurer

~~Meghann Steinolfson~~
~~Labor Relations Manager~~

Approved as to form:

Attest:

Lynden Smithson
City Attorney

Terri Pfister
City Clerk

Spokane Police Guild Agreement
~~2017-2021~~2022



August 1, 2022

Negotiation Update

Spokane Police Guild

Tentative Agreement

Police Guild/Lt. and Cpt. Association

- ▶ Police Guild Current Proposal Other Notable Issues
 - ▶ Employer coverage of increase to PFML Premiums
 - ▶ Accept OPO Language changes
 - ▶ Accept Arbitration State Law Update Language
- ▶ City Additional Proposed Issues
 - ▶ Eliminate City coverage of LEOFF II Physicals for Insurance Coverage

Benefits of Tentative Agreement

- ▶ Benefits of 5.5% Increase and One Year Resolution
 - ▶ Keeps Spokane competitive for recruitment and retention
 - ▶ Mitigates ongoing risk of CPI and inflation
 - ▶ Establishes strong baseline for starting negotiations for 2023 and beyond
- ▶ Police contracts across the state are settling for 5% and 6% or more. It is our opinion that the tentative agreement is reasonable and mitigates external risk of other market factors, recruitment, and retention.

Financial Impact

Police Guild Proposal - Financial Impact Analysis

as of 6/27/22

		Police Guild	Police Lieutenants & Captains	Total
Date of Wage Increase		1/1/2022	1/1/2022	1/1/2022
		2022	2022	2022
Base Wages	2022 Base Wages (Guild)	\$ 31,177,773	\$ 3,308,902	\$ 34,486,675
	Percentage Increase	5.50%	5.50%	5.50%
	Total Compounding Impact	5.50%	5.50%	5.50%
	Increase to 2022 Base Wages	\$ 1,714,778	\$ 181,990	\$ 1,896,767
	Base Wages After Increase	\$ 32,892,551	\$ 3,490,892	\$ 36,383,442
Additional Wages	Historical Additional Wages Percentage	17.90%	17.90%	17.90%
	Additional Wages (2022 Base)	5,581,883	592,406	6,174,290
	Increase to Additional Wages	\$ 307,004	\$ 32,582	\$ 339,586
	Additional Wages After Increase	\$ 5,888,887	\$ 624,989	\$ 6,513,875
Benefits from Base Wage	Historical Benefits % of Base Wages	13.63%	13.63%	13.63%
	Benefits (2022 Base)	4,249,530	451,003	4,700,534
	Increase to Benefits	\$ 233,724	\$ 24,805	\$ 258,529
	Total Benefits After Increase	\$ 4,483,255	\$ 475,809	\$ 4,959,063
WA PFML	WA PFML Increase	\$ 65,785	\$ 6,982	\$ 72,767
	Total WA PFML After Increase	\$ 197,355	\$ 20,945	\$ 218,301
VEBA	VEBA Increase	\$ 410,400	\$ 26,400	\$ 436,800
	Total VEBA After Increase	\$ 718,200	\$ 46,200	\$ 764,400
Grand Total Additional Cost		2,731,690	272,759	3,004,449
Grand Total Cost		\$ 44,180,247	\$ 4,658,834	\$ 48,839,081

Total Cost of Compensation 6.55%

Code Enforcement 2022 Update



Homeless Outreach Team, Litter Control, and Graffiti

HOMELESS OUTREACH TEAM - PARTNERS



The Homeless Outreach Team (HOT) consists of:

- Spokane Police Officers
- Code Enforcement Litter Crew, and
- Outreach Partners (Frontier/SNAP/VA) when possible.



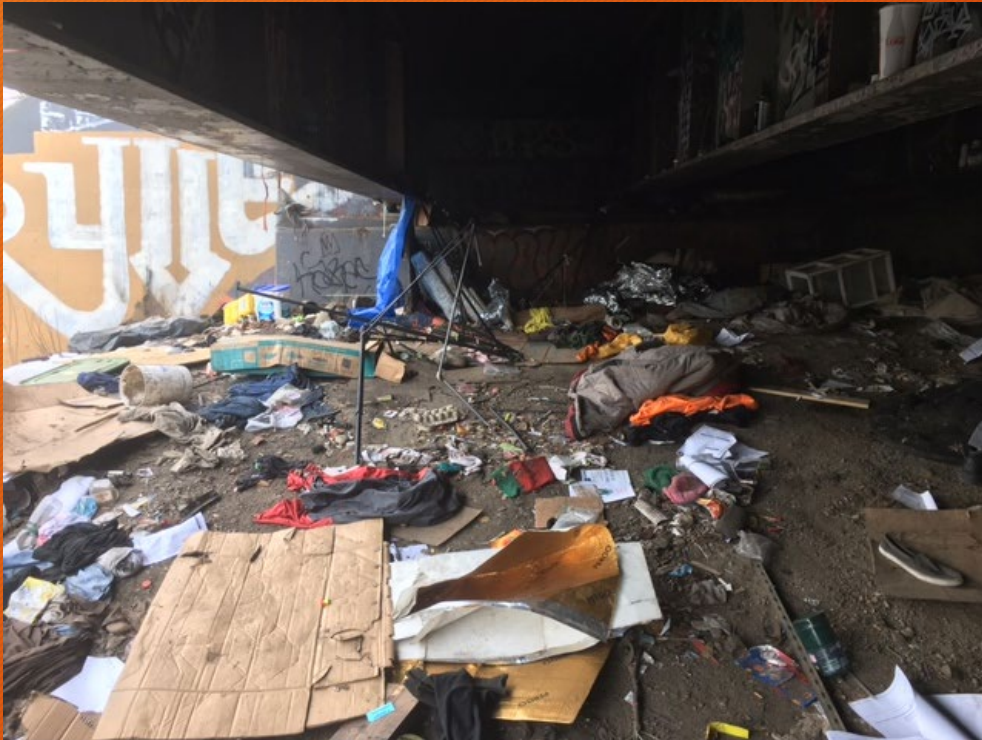
HOMELESS OUTREACH TEAM - INTENT



The HOT responds to complaints of camping activity daily.

The team makes contact with individuals experiencing homelessness to offer services, mitigate public health and safety concerns, and maintain clear right of ways.

ABANDONED SITES VS. OCCUPIED SITES

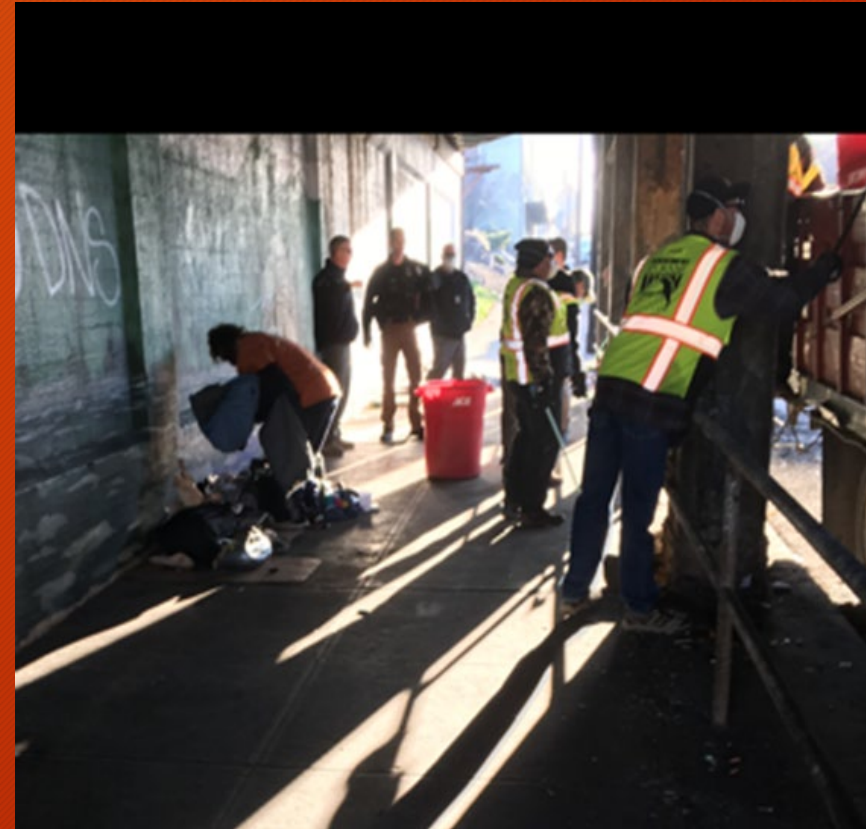


PARTIAL ABATEMENTS- VOLUNTARY CLEAN UP



WORKING WITH OCCUPANTS TO
REMOVE UNWANTED DEBRIS.

“This site is still occupied. The hillside is completely covered with litter and shopping carts. The occupant told us what is garbage and what he wanted to keep.”



VEHICLE HABITATION



Vehicle complaints account for approximately 24 % of camping complaints

While it is not illegal to live in a vehicle, the team still responds to these complaints to offer resources, abate exterior garbage, and enforce the rules of the road.



ENVIRONMENTAL DAMAGE AND REMEDIATION



ENVIRONMENTAL DAMAGE AND REMEDIATION



PROPERTY STORAGE - ELIGIBLE ITEMS



STORAGE CONTINUED...



INVENTORY



STORE



NOTICE OF STORAGE



STORAGE CONTINUED...

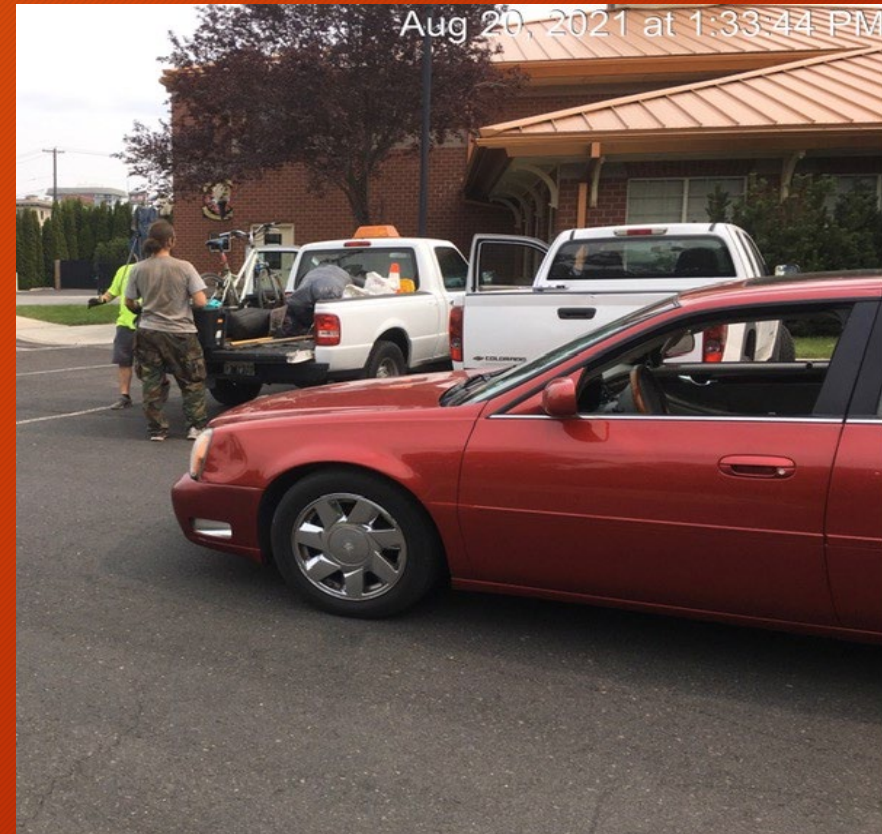


Notice details process for return

- Items stored for at least 60 days
- Contact 311 to inquire
- CE staff coordinates return of property

Policy/notices on City website:

<https://my.spokanecity.org/neighborhoods/code-enforcement/>



HOT COMPLAINT AND CLEANUP DATA



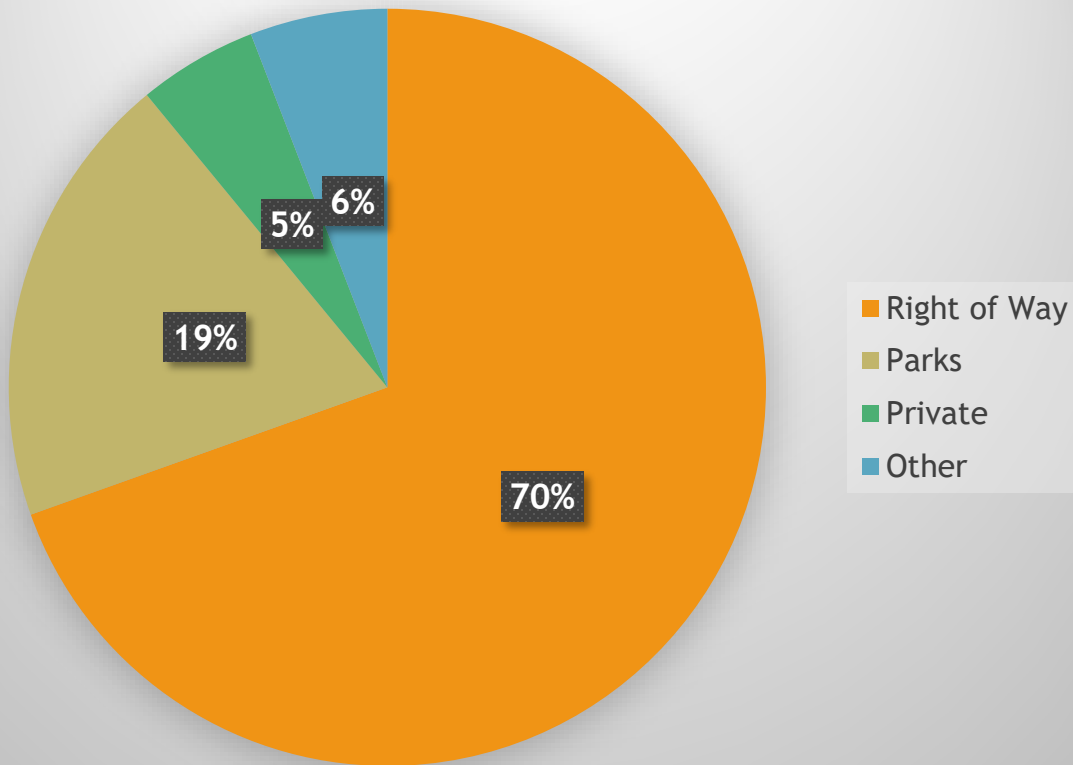
2022 Year to date numbers (as of 7/21/22):

- Total complaints received – **1,198**
- Total abatements completed (complete and partial) – **1,234**
- Total solid waste abated – **448,880 lbs.**
- Storage- **15** separate storage efforts thus far in 2022

CAMPING COMPLAINTS - PROPERTY TYPES



Property type

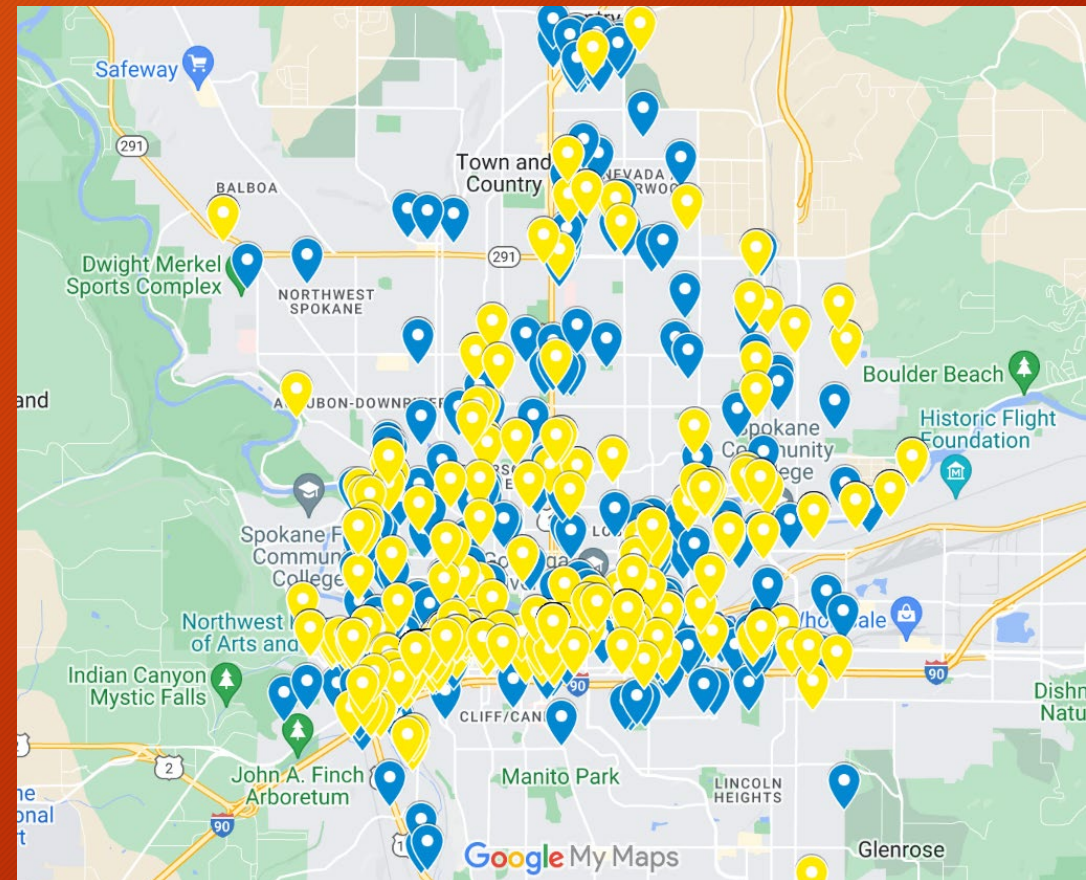


Based on YTD numbers, the team is projected to remove over **800,000 lbs.** of litter and debris while responding to camping complaints in 2022. Based on the property type breakdown, over **550,000 lbs.** of garbage is expected to be removed from streets, sidewalks, and alleys and another **150,000 lbs.** of garbage is expected to be removed from Parks properties.

HOT ABATEMENT MAP



- Each node represents an unlawful camping abatement.
- Map illustrates the city-wide impacts.
- 2022 HOT abatement map



ILLEGAL DUMPING



- Total illegal dumping abatements completed -573
- Garbage removed during 2022 abatements - 245,320 lbs.
- Includes routine downtown cleanup crew



GRAFFITI



- Transition from contract work
- Daily City-wide detail
- Team will continue to coordinate with internal departments and stakeholder groups



LITTER CREW - STAFFING



	Total Staff Members	Separate Teams	Hours of Operation
Previous Years	8	2 (Litter, HOT)	M-F, 7:00 am - 3:30 pm
Current State	15	3 (Litter, HOT, Downtown/Graffiti)	M-F, 7:00 am - 3:30 pm
Future State (nearing completion)	20	4 (Litter, HOT, Downtown/Graffiti, including designated weekend team)	Everyday, 7:00 am - 3:30 pm, with potential to include seasonal evening hours.

Jason Ruffing
Enforcement Supervisor
jruffing@spokanecity.org
(509) 625-6529

Luis Garcia, CBO, CSBA
Interim Director
lgarcia@spokanecity.org
(509) 625-6850

QUESTIONS?



Committee Agenda Sheet
Public Safety & Health Committee
August 1, 2022

Submitting Department	Spokane Municipal Court
Contact Name & Phone	Howard Delaney, 625-4450
Contact Email	hdelaney@spokanecity.org
Council Sponsor(s)	CM L. Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Administrative Office of the Courts – Grant Awards
Summary (Background)	<p><u>Audio Visual Grant</u></p> <p>The Spokane Municipal Court has four courtrooms, which are used on a daily basis. Based on enhancements done during the pandemic, each of the four courtrooms has been configured with the following AV hardware:</p> <ol style="list-style-type: none"> 1. Poly studio x30 video conferencing device endpoints to facilitate the ability to hear matters via Zoom. 2. 6-line Berringer mixer to capture audio inclusion in our AV Capture software. 3. 5 Shure condenser microphones for recording of in court audio. 4. Audio loop for hearing impaired/ 5. 75in LG LCD TV to permit video participation by those appearing via Zoom teleconference. 6. Floor track for A/V cable management, as required for safety reasons. <p>Having used the system as installed for over a year, we have identified a number of deficiencies that require correction in order to assure proper audiovisual participation and recording of the proceedings related to both in court and remote participants:</p> <ol style="list-style-type: none"> a. Poly studio x30 video conferencing devices provide to low of quality for effective record and participation of defendants. b. Current Berringer mixer cannot meet the demands of an upgraded acoustic equipment. c. Current AV cable management floor causes significant degradation in the quality of audio recordings. d. Lack of protective cases for audio mixers creating secondary trip hazards and disconnects during live hearings. e. Required speaker to participant direct radio communicators for foreign language interpreters. <p>Total costs associated with identified audio and visual upgrade is \$18,700 which the Court received notification on being awarded on July 20, 2022.</p> <p>Domestic Violence Intervention Therapeutic Court Grant</p>

The Municipal Court proposes to develop and launch a Domestic Violent Intervention Therapeutic Court (DVITC) beginning in the first quarter of 2023. The DVITC will be designed to address RCW 10.99 and WAC 388-60B providing the highest level of case management and supervision available for those individuals involved in domestic violence and/or suffering from substance use disorders. The creation of a Domestic Violence Intervention Therapeutic Court will provide eligible defendants detailed risk and needs assessment(s) based on the Ontario Domestic Assault Risk Assessment, Michigan Alcoholism Screening Test, Kessler Psychological Distress Scale, and Ohio Risk Assessment System – Community Supervision Tool creating individualized case plans and intervention strategies incorporating domestic violence intervention treatment, substance use disorder treatment (including Medically Assisted Treatment), and mental health treatment as required. The DVITC will provide additional participant support by way of cell phone and transportation assistance, transitional housing assistance, drug testing support, and a multidisciplinary team providing wrap around services to overcome identified barriers and criminogenic needs. The Community Justice Counselors will be the primary case managers of the DVITC participants ensuring intervention strategies, community resources, and cognitive behavioral techniques and therapies are applied correctly and within best practices.

On July 20, 2022, the Washington State Administrative Office of the Courts provided notice to the Court that a quick grant submission in June 2022 was approved funding the above request to develop and implement a new Domestic Violence Intervention Therapeutic Court. The grant award shall fund two dedicated full-time Project Community Justice Counselors, Project Community Justice Specialist, funding for Domestic Violence Intervention Treatment, as well as annual funding streams for cell phones and phone cards, bus passes, transitional housing, drug testing, and to cover an inter-local agreement with a licensed physician to provide Medically Assisted Treatment (MAT) to qualified participants.

The DVITC will incorporate a multidisciplinary team (MDT) of substance use, mental health, and domestic violence professionals along with members of the Spokane Police Domestic Violence Unit, Spokane Prosecutor's Office, Spokane Public Defender's Office, Municipal Court, and Community Justice Services. The MDT will work cohesively following core competencies of each defined member including obtaining National and Regional training. Wraparound services will be established to ensure participants receive the community support to address dynamic risk factors and identified targeted treatment needs. Each participant will be required to participate in a 7-day a week, 365 day a year, randomized drug testing which will be paid for by, and through, the AOC grant. The DVITC will utilize sustainable incentives and appropriate sanctions associated with written rules and guidelines outlined in a participant handbook. The DVITC will have a defined 133 datapoints that will be tracked from first appearance to entry into the DVITC and the progress through the program and beyond completion.

	<p>The data will be analyzed bi-monthly to analyze trends and identify areas of improvement to reach the DVITC program goals.</p> <p>The AOC funding award includes the following:</p> <p>1. Therapeutic Court Grant Award:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Personnel Salaries & Benefits</td> <td style="padding: 2px; text-align: right;">\$70,018.00</td> </tr> <tr> <td style="padding: 2px;">Staff Equipment & Training</td> <td style="padding: 2px; text-align: right;">\$6,000.00</td> </tr> <tr> <td style="padding: 2px;">Treatment Services/Compliance Monitoring</td> <td style="padding: 2px; text-align: right;">\$320,000.00</td> </tr> <tr> <td style="padding: 2px;">Other Participant Services*</td> <td style="padding: 2px; text-align: right;">\$25,000.00</td> </tr> <tr> <td style="padding: 2px;">Total Request for these Grant Funds:</td> <td style="padding: 2px; text-align: right;">\$421,018.00</td> </tr> </table> <p style="font-size: small; margin-top: 5px;">* Includes other supportive services meant to ensure participant success – e.g. transportation services, including bus passes or car services providing transportation to court related activities and direct provision of meals, water, and snacks, but excluding program incentives that would constitute a “gift.”</p> <p>2. Community Justice Counselors Grant Award:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Personnel Salaries & Benefits</td> <td style="padding: 2px; text-align: right;">\$220,000.00</td> </tr> <tr> <td style="padding: 2px;">Staff Equipment & Training</td> <td style="padding: 2px; text-align: right;">\$12,000.00</td> </tr> <tr> <td style="padding: 2px;">Treatment Services/Compliance Monitoring</td> <td style="padding: 2px; text-align: right;">\$25,000.00</td> </tr> <tr> <td style="padding: 2px;">Other Participant Services*</td> <td style="padding: 2px; text-align: right;">\$36,800.00</td> </tr> <tr> <td style="padding: 2px;">Total Request for these Grant Funds:</td> <td style="padding: 2px; text-align: right;">\$293,800.00</td> </tr> </table> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px;">Funding for Therapeutic Courts</td> <td style="padding: 2px; text-align: right;">\$421,018</td> </tr> <tr> <td style="padding: 2px;">Funding for Comm. Just. Counselors</td> <td style="padding: 2px; text-align: right;">\$293,800</td> </tr> <tr> <td style="padding: 2px;">Total:</td> <td style="padding: 2px; text-align: right;">\$714,818</td> </tr> </table>	Personnel Salaries & Benefits	\$70,018.00	Staff Equipment & Training	\$6,000.00	Treatment Services/Compliance Monitoring	\$320,000.00	Other Participant Services*	\$25,000.00	Total Request for these Grant Funds:	\$421,018.00	Personnel Salaries & Benefits	\$220,000.00	Staff Equipment & Training	\$12,000.00	Treatment Services/Compliance Monitoring	\$25,000.00	Other Participant Services*	\$36,800.00	Total Request for these Grant Funds:	\$293,800.00	Funding for Therapeutic Courts	\$421,018	Funding for Comm. Just. Counselors	\$293,800	Total:	\$714,818
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Total:	\$714,818																										
Proposed Council Action & Date:																											
<p>Fiscal Impact:</p> <p>Total Cost: <u>None to the general fund. Grant funded programs.</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>																											

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The Spokane Municipal Court and each of the existing and future therapeutic courts does not control who comes into court but does control how individuals are treated when they come into court. The Court prides itself in working toward the highest level of accessible justice ensuring an equitable, open, and fair service to the citizens and visitors of the City of Spokane. The inclusiveness of the court does not discriminate against race, age, gender, or socio-economic status. The Spokane Municipal Court includes several therapeutic courts such as the Spokane Municipal Community Court, which is a nationally recognized Mentor Court based upon the identified creative approaches to community partnership, openness to all, and provision of services.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The Domestic Violence Intervention Therapeutic Court will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access to the DVITC or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The development and implementation of a Domestic Violence Intervention Therapeutic Court, funding to provide necessary treatment and reduce criminogenic needs and barriers is a critical element of the City's criminal justice reform efforts.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Jacqui MacConnell 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Council Members Lori Kinnear and Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO to accept \$55,450 of grant funds from CJTC for hiring/recruitment grant
Summary (Background)	<p>In April, 2022, the Spokane Police Department (SPD) submitted an application to receive grant funding from CJTC to be used to increase hiring and recruiting diverse officers. Notification of award was received in June. The amount that will be granted to the Spokane Police Department is \$55,450. The grant period runs from July 1, 2022 to June 30, 2023.</p> <p>Special budget ordinance is requested to provide appropriate budget authority to spend grant funds; offset with grant reimbursement.</p>
Proposed Council Action & Date:	Approval to accept grant funds and SBO, August 22, 2022
Fiscal Impact: Total Cost: \$55,450 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WSCJTC Contract No. IA23-004 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, 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 Fund, the following changes be made:

- 1) Increase revenue by \$55,450.
 - A) \$55,450 of the increased revenue is from a Washington State Criminal Justice Training Commission grant award.
- 2) Increase the appropriation by \$55,450.
 - A) Of the increased appropriation, \$6,000 is provided solely for a targeted social media campaign
 - B) Of the increased appropriation, \$35,450 is provided solely for recruitment trips and travel
 - C) Of the increased appropriation, \$14,000 is provided solely for a general media campaign

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 reflect newly award grant funds to be used to increase the department's hiring and recruiting activities, 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

Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	Parking Services
Contact Name & Phone	Luis Garcia, 509-625-6850
Contact Email	lgarcia@spokanecity.org
Council Sponsor(s)	CM Kinnear and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Parking Services Mobile Pay by Phone Parking Services and E-Permit System contract extension with Passport Labs, Inc.
Summary (Background)	<p>The City has offered the Passport Mobile Parking App to allow parkers to pay on-street with a mobile device since January of 2018. The City pays \$.10 for each completed parking transaction.</p> <p>Parking Services was in contract negotiations for a new contract with Passport Labs, Inc. as a Mobile Parking Payment System(s) Partner; however, Passport Labs, Inc. is unable to meet the requirements to integrate and receive configurations, rates and parking regulations from our integrator, ParkMobile, LLC. at this time.</p> <p>Parking Services needs to extend the expiring contract with Passport which ends 7/31/22 to allow the City to continue to pay Passport as we transition away from their system.</p> <p>This contract extension is for \$25,000 until December 31, 2022 with Passport Labs, Inc. in Charlotte, North Carolina.</p>
Proposed Council Action & Date:	August 15, 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 1460-21200-21710-54201-99999 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Passport is a payment method, so the City does receive revenue monies from this vendor.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
The City strives to offer a consistent level of service to everyone. This item supports the operations of Parking Services.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Parking Services does not collect data on race, ethnicity, gender, income level, etc. Those demographics are not available to us, nor do we require them to use a parking payment app.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A. This contract is ending because Passport cannot offer the solution we require.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The discontinuation of this contract aligns with the objectives set-forth in the 2019 Parking Study.



City of Spokane

CONTRACT EXTENSION

**Title: MOBILE PAY BY PHONE PARKING
SERVICES AND E-PERMIT SYSTEM**

This Contract Amendment/Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE**, as ("City") and **PASSPORT LABS, INC.**, whose address is, 128 S Tryon Street, Suite 2200, Charlotte, North Carolina, 28202 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement for the Company agreed to provide all services and licensed software necessary for mobile payments for the City's parking program and digital permit platform; and,

WHEREAS, additional time is needed to continue service as the City transitions from the Company's mobile pay by phone services; thus, the original Contract needs to be formally extended by this written document; and

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the original agreement as follows:

1. CONTRACT DOCUMENTS.

The original Contract, dated January 17, 2018 and February 8, 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 Extension shall become effective on August 1, 2022 and shall run through December 31, 2022.

3. COMPENSATION.

The City shall pay **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000)** for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, 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.

4. DEBARMENT AND SUSPENSION.

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

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

PASSPORT LABS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

**ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Jennifer Hammond 625-4056
Contact Email	jhammond@spokanepolice.org
Council Sponsor(s)	Council President Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO related to grant approval of 2021 OVW Firearms Technical Assistance Project Pilot grant.
Summary (Background)	<p>SPD, along with collaboration from the Spokane Regional Domestic Violence Coalition, received grant funding from OVW to provide a FTAP coordinator, who will be hired by SRDVC, for approximately \$52,000 per year. SPD will provide specialized DV, Protection Order, and Firearms training at an estimated cost of \$26,000 for the first year. An overtime list will be created of the specially trained officers for serving orders, deemed firearm positive, and investigating subjects who have not complied with the Order To Surrender Firearms. If SPD is unable to provide staffing to complete this order service and investigation, the money will move to the SRDVC to create an on-call responsive advocacy response.</p> <p>Additionally, \$60,000 has to be reserved for OVW Culturally Specific Training and Technical Assistance Community Assessment.</p> <p>This is one-time funding available from July 1 , 2022 to June 30 , 2025.</p> <p>A special budget ordinance is needed to provide budget authority to spend grant funding.</p>
Proposed Council Action & Date:	Approval of SBO - August 22, 2022
Fiscal Impact: Total Cost: <u>\$499,833</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Office on Violence Against Women grant Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
This program is designed to reduce domestic violence homicides by removing firearms from domestic violence perpetrators. Historically black and indigenous women have a homicide rate double that have of white women.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grants 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 Grants Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grants Fund, the following changes be made:

- 1) Increase revenue by \$499,833.
 - A) Of the increased revenue, \$499,833 is from the Office on Violence Against Women as part of the Firearms Technical Assistance Project Pilot Sites Initiative Solicitation.
- 2) Increase appropriation by \$499,833.
 - A) Of the increased appropriation, approximately \$156,000 will be used to fund a FTAP Coordinator.
 - B) Of the increased appropriation, approximately \$86,000 will be used for training.
 - C) Of the increased appropriation, approximately \$257,833 will be used towards overtime and creation of an on-call responsive advocacy response.

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 reflect newly awarded grant funds to be used to establish a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases, 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

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Jay Atwood (509) 435-7095
Contact Email	jatwood@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	HVAC replacement at Fire Station 17, 5121 W. Lowell Rd.
Summary (Background)	<p>Station 17 is the last of (9) stations to be retrofitted with new HVAC equipment. In 2018, an HVAC replacement project was started at (9) SFD Fire Stations. These stations were built in 1991-1992 and the HVAC equipment had reached the end of its service life after many years of 24/7/365 use. New HVAC equipment is more reliable and energy efficient compared to the legacy equipment it is replacing.</p> <p><u>TOTAL COST: \$74,500</u> – The low bid, RFB #22-019, received from Pro Mechanical Services Inc. of Spokane, WA is \$62,144, plus tax. SFD is requesting approval of \$74,500 for this project which includes WSST and an admin reserve of approximately 10% to cover potential price increases that may occur between the bid date and Council approval date.</p>
Proposed Council Action & Date:	Approval of contract with low bidder, Pro Mechanical Services Inc., of Spokane, WA., not later than 22 August 2022.
Fiscal Impact: Total Cost: \$74,500. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: REET has been identified as a possible funding source. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Since this proposal is for the repair of a facility, any data collection will focus on the quality of the work performed and doesn't necessarily involve disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Reduced service calls and expenditures for HVAC repairs will be an indicator that the repair was effective.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.	



CITY OF SPOKANE
FIRE DEPARTMENT

PUBLIC WORKS AGREEMENT

Title: **HVAC REPLACEMENT STATION 17**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **PRO MECHANICAL SERVICES, INC.**, whose address is 4911 North Rebecca / PO Box 6526, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform HVAC Replacement at Spokane Fire Department Station 17; and

WHEREAS, the Contractor was selected through RFB 22-019.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 25, 2022, and shall run through August 24, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in the Contractor's Proposal SP22-0093, dated July 8, 2022, which is attached as Attachment C and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **SIXTY-TWO THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$62,144.00)**, plus applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days following final acceptance or receipt of required releases, whichever is later.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment / performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of

the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**
The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negli-

gence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify re-

sponsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

13. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social

security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

14. ASSIGNMENT AND SUBCONTRACTING.

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

15. TERMINATION.

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

16. STANDARD OF PERFORMANCE.

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

17. ANTI KICK-BACK.

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

18. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

19. DEBARMENT AND SUSPENSION.

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

20. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or

restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

21. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

PRO MECHANICAL SERVICES, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Contractor's UBI Number

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – Contractor's Proposal SP22-0093, dated July 8, 2022

22-141

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

<hr/>	<hr/>
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
<hr/>	<hr/>
Name of Certifying Official (Type or Print)	Signature
<hr/>	<hr/>
Title of Certifying Official (Type or Print)	Date (Type or Print)



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C



*The smart energy solutions company
for the Commercial building industry*

Spokane Fire Department HVAC Update

SP22-0093

Pro Mechanical Services, Inc.
4911 N. Rebecca
PO Box 6526
Spokane, WA 99217
(509) 483-1305 Main (509) 483-1805 Fax
24 Hrs. Service (509) 455-3872
Web: www.pro-msi.com

Date: 07/08/2022

To: City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

Attn: Laura AGA

Proposal: Pro Mechanical Services is pleased to offer pricing per RFB #22-018 and #22-019

RFB #22-018:

- Qty 3 Carrier, single stage, 95% efficiency furnace
 - M/59SC5B080E17
- Qty 3 Carrier 16 Seer 36K BTU Condensing Unit
 - M/24ACC36A003
- Qty 2 Reznor 300k BTU unit heaters
- EF motor and belt
- Accessories listed on RFB
- Mechanical materials and labor for installation
- Roofing
- Price: **\$48,179.00 +tax**

initial. _____

RFB #22-019:

- Qty 4 Carrier, single stage, 95% efficiency furnace
 - M/59SC5B080E17
- Qty 4 Carrier 16 Seer 36K BTU Condensing Unit
 - M/24ACC36A003
- Qty 2 Reznor 300k BTU unit heaters
- Accessories listed on RFB
- Mechanical materials and labor for installation
- Roofing
- Price: **\$62,144.00 +tax**

initial. _____

Exclusions:

- Bond
- After hours work
- Asbestos abatement

Clarifications: Public wages are included.

Confidential

Respectfully,

Tim Iverson
Service Manager

Customer Name _____

Customer Signature: _____ Date: _____

Service General Terms and Conditions

- 1) **ACCEPTANCE:** The acceptance of these general terms and conditions constitutes a binding contractual agreement between Pro Mechanical Services, Inc. (hereinafter known as "Contractor") and the customer requesting services and or goods (hereinafter known as "Customer") in accordance with the terms and conditions set hereinafter.

Initial _____

2) **PRICE AND PAYMENT TERMS**

- a) **Price Validity:** The proposal price(s) is valid for 30 days from issuance. Pro Mechanical Services, Inc. reserves the right to withdraw or amend the proposal at any time and is only binding after both Contractor and Customer have signed off on this contract. The proposal automatically is withdrawn for review after 30 days.
- b) **Payment Terms:** Payment is a **NET 30** from upon receipt of invoice, unless otherwise specified in a master service agreement.
- c) **Interest:** Interest will occur when the invoice ages 30 days past term. Interest will accrue at **1.5%** per month and no more than **18%** a year.
- d) **Attorney's Fees:** Customer agrees to pay and reimburse Contractor for any and all attorney's fees including administration costs incurred by Contractor in an effort to collect contractual money owed under said contract.

3) **PRICE CHANGES:**

- a) **Increased Costs:** The price specified in this proposal is based upon labor, material and equipment costs ("Base Costs") in effect on the date hereof. Contractor shall be reimbursed for costs incurred in excess of Base Costs, plus reasonable overhead and profit, provided such excess costs are incurred for reasons beyond the control of Contractor. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Contractor, then in the case of permanent unavailability, Contractor shall (a) be excused from furnishing said materials and/or equipment or (b) be reimbursed for the difference between the cost of the materials and/or equipment permanently unavailable and cost of a reasonable available substitute thereof.
- b) **Change orders:** Any extra work which is requested or required due to the condition of the building or building code changes or scope of work change, shall be performed only after a written change order is signed by the Customer upon a Contractor's change order form, and delivered to Contractor accompanied by full payment for the change order if applicable. A change order may increase or decrease the price, provided for more or less time to complete work, for more or less materials or labor and other clauses.

4) **WARRANTIES AND LIMITATION ON LIABILITY:**

- a) **Warranties:** Pro Mechanical Services, Inc. warrants that the equipment furnished by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Contractor, for a period of one (1) year from the startup date. For equipment installed by Contractor, if Customer provides written notice to Contractor of any such defect within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, promptly repair or replace the defective equipment. For equipment not installed by Contractor, if Customer returns the defective equipment to Contractor within thirty (30) days after appearance or discovery of such defect, Contractor shall at its option, promptly repair or replace the defective equipment and return said equipment to Customer. All transportation charges incurred in connection with the warranty for equipment not installed by Contractor shall be borne by Customer. THESE WARRANTIES ARE IN LIEU OF OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Contractor assumes no responsibility for repairs made on Contractor's equipment unless done by Contractor's authorized personnel or by written authority from Contractor. Contractor makes no guarantee with respect to material not manufactured by it.
- b) **CUSTOMER'S REMEDIES:** The Customer remedies with respect to equipment found to be defective in material or workmanship shall be limited inclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.

- 5) **ACT OF GOD AND DELAYS:** In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, then the completion of work shall be delayed until a later date and Contractor and Customer shall sign a change order reflecting the same. Contractor will not be held liable for any loss, injury or damage that may be caused by circumstances beyond its control. If Customer declines to sign the change order then this agreement may be terminated by Contractor where upon all sums then due to Contractor for work completed shall be immediately due and payable to Contractor.
- 6) **TAXES AND OTHER CHARGES:**
- Taxes:** The amount of any future sales, use, occupancy, or federal, state or local tax which the Contractor hereafter shall be obligated legally to pay, either on its own behalf or on behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
- 7) **CANCELLATION AND SUSPENSION:** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work only upon agreement to pay Contractor adjustment charge.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Mike McNab-835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart & Councilman Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO related to grant approval for FY22-23 Washington Auto Theft Prevention Authority Program (WATPA) supplemental grant funding.
Summary (Background)	<p>SPD receives grant funding from WATPA for one full-time detective who is part of our regional vehicle theft task force. SPD was awarded \$48,776 in supplemental grant funding to expand of its automatic license plate reader network. This technology assists officers in identifying stolen vehicles and vehicles associated with missing persons cases such as Amber Alerts, while being able to focus their attention on other tasks. This is one-time funding available from July 1st , 2022 to June 30th , 2023.</p> <p>Special budget ordinance is needed to provide budget authority to spend grant funding.</p>
Proposed Council Action & Date:	Approval of SBO - August 22 th , 2022
Fiscal Impact: Total Cost: <u>\$48,776</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA Association of Sheriffs and Police Chiefs grant Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<u>None</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
<u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
<u>N/A</u>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
Vehicle theft enforcement using the latest technology aligns with two goals from the Police Department's 2022- 2023 Strategic Plan Including:	

- **Help create a safer, healthier, and more supportive environment for all residents and visitors**
- **Combat crime by using innovative policing practices and technology.**

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, 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 Fund, the following changes be made:

- 1) Increase revenue by \$48,776
 - A) \$48,776 of the increased revenue is from a Washington Association of Sheriffs and Police Chiefs grant award as part of the Washington Auto Theft Prevention Authority program
- 2) Increase the appropriation by \$48,776
 - A) Of the increased appropriation, \$48,776 is provided solely for equipment to expand the automatic license plate reader network.

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 reflect newly award grant funds to be used to procure ALPR equipment, 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

Committee Agenda Sheet

[PSCH COMMITTEE August 1st 2022]

Submitting Department	Spokane Police Department
Contact Name & Phone	Sgt. Teresa Fuller 835-4587/Lt. Dan Waters 625-4031/Jody Goldman 625-4456
Contact Email	Tfuller@spokanepolice.org ; dwaters@spokanepolice.org ; jgoldman@spokanepolice.org
Council Sponsor(s)	CW Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	WTSC – HVE Priorities – Projected Distracted Driving, Impaired Driving, Motorcycle Safety, Seatbelt & potentially other priority categories for Region 16.
Summary (Background)	<p><u>Action</u></p> <p>Current upcoming Interagency agreement between SPD & WTSC. The performance period runs from 10/1/22 to 9/30/23.</p> <p><u>Funding</u></p> <p>Forthcoming grant from WTSC that will include funding amount to include the WTSC priorities and the funding amounts per category.</p> <p><u>Background/History:</u></p> <p>The goal is to reduce traffic related deaths and serious injuries through multi-jurisdictional HVE patrols that focus on Impaired Driving, Distracted Driving, Motorcycle Safety, Seatbelt and other possible priority categories. The past funding in FY21-22 was approximately \$37,000.00 for employee salaries & benefits for the period 10/1/21-9/30/22.</p>

Proposed Council Action & Date:	Executive Summary: Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide funding for WTSC priorities through multi-jurisdictional HVE patrols that in the past focused on Impaired Driving DUI, Distracted Driving, Motorcycle Safety, Seatbelt & other WTSC priorities. Upcoming Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide funding for WTSC priorities for the period 10/1/22-9/30/23.
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Committee Agenda Sheet

[PSCH COMMITTEE August 1st 2022]

Submitting Department	Spokane Police Department
Contact Name & Phone	Sgt. Teresa Fuller 835-4587/Lt. Dan Waters 625-4031/Jody Goldman 625-4456
Contact Email	Tfuller@spokanepolice.org ; dwaters@spokanepolice.org ; jgoldman@spokanepolice.org
Council Sponsor(s)	CW Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	WTSC – LEL – Law Enforcement Liaison Program
Summary (Background)	<p><u>Action</u></p> <p>Upcoming Interagency agreement between SPD & WTSC. The performance period runs from 10/1/22 to 9/30/23.</p> <p><u>Funding</u></p> <p>Projected amount \$3,000.00.</p> <p><u>Background/History:</u></p> <p>The scope of work to include soliciting law enforcement agencies to participate in High Visibility Mobilizations, assist WTSC in developing new programs, and provide WTSC with statistics & quarterly related reports related to the mobilizations as it relates to grant reimbursements. Costs for the work to be provided include employee salaries & benefits. The past funding was employee salaries & benefits total funding of \$3,000.00 from the period 10/1/21-9/30/22.</p>

Proposed Council Action & Date:	Executive Summary: Upcoming Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide funding for related expenses for the Law Enforcement Liaison Program (LEL) for the period 10/1/22-9/30/23.
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? 	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Jay Atwood (509) 435-7095
Contact Email	jatwood@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Janitorial services for SFD facilities
Summary (Background)	<p>Janitorial services are contracted for (5) SFD facilities: Combined Communications, 1620 N. Rebecca St., SFD Training Administration 1618 N. Rebecca St., SFD Training Field House, 1614 N. Rebecca St., SFD Maintenance, 1610 N. Rebecca St., and SFD Administration, 44 W Riverside Ave.</p> <p><u>TOTAL COST:</u> \$64,027 annually including WSST – The maximum duration of this contract is five years – a three year base contract and the option for two, (1) year extensions. Base bid before tax is \$58,740.</p>
Proposed Council Action & Date:	Approval of contract with Environment Control of Spokane Valley, WA., not later than 22 August 2022.
Fiscal Impact: Total Cost: \$64,027 Annually Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Annual budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This proposal is neutral regarding historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Since this proposal is for ongoing janitorial services, any data collection will focus on the quality of the work performed and doesn't necessarily involve disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Regular communication between facility stake-holders and janitorial operations ensures services are provided according to the contract.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrence, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.	

Bid Response Summary

Bid Number IPWQ 5679-22
Bid Title Fire Department Facilities - Janitorial Services
Due Date Thursday, July 7, 2022 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Environment Control Building Maintenance Company of Spokane
Submitted By bryan spray - Wednesday, July 6, 2022 3:19:05 PM [(UTC-08:00) Pacific Time (US & Canada)]
 bryans@ecspokane.com 5094643308

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID WALK THROUGH			
	1.	There is a pre-bid walk through of the facilities scheduled for Wednesday, June 29 at 10:00 am - Fire Station #1 - 44 W Riverside Avenue, Spokane WA (Location may change - but we will notify you if it does)	I acknowledge and I understand
Default Item Group			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed	YES
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	ACKNOWLEDGED:
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on hourly rate. Unsuccessful Contractors will not automatically be notified of results. The contract that is awarded from this Request for Bids will be for a four (4) year period.	ACKNOWLEDGED:
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	ACKNOWLEDGED:
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	ACKNOWLEDGED:
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	ACKNOWLEDGED:
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	ACKNOWLEDGED:
	EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	4 - 6

CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Bryan Spray. (509)879- 6796 bryans@ecspokane.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	City of Spokane - cover letter.pdf
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	ACKNOWLEDGED:
1.	A payment/performance bond is NOT required	ACKNOWLEDGED:
2.	Statutory retainage is NOT required	ACKNOWLEDGED:
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged:
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve- month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged:
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged:
D.	Statement of Intent	Yes

1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	ACKNOWLEDGED:
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.	ACKNOWLEDGED:
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Acknowledged:
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	YES
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	ACKNOWLEDGED:
Scope of Work	The Scope of Services will include, but is not limited to, the following: 1. Must be able to meet all of the cleaning specifications for the different Fire Department Facilities (Exhibit A); 2. Employees must be trained and aware of current OSHA standards; 3. Employees must be able to successfully pass a background check and finger printing;	I understand and agree; I do not understand and I do not agree

Pricing	Exhibit A located in the Documents tab must be filled out and uploaded below. This exhibit shows by facility, how often each service must be performed. You will need to fill out Minutes per Task and cost per facility - and then complete the form for all facilities with a total cost/month.	I acknowledge and understand
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	ACKNOWLEDGE:
BID		
Bid Offer	The quote listed on the Exhibit A of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. This will be set up as a four (4) year contract - with pricing adjustments and justification can be requested at the anniversary date of the Contract.	I understand and I acknowledge
Bid Offer	Upload your completed Exhibit A here. Only one document can be uploaded so save all pages as one document before attempting upload.	IPWQ #5679-22 Exhibit A.pdf
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	1
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	ACKNOWLEDGED:
Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	Subcontractor List under \$1M.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	n/a
#2	Provide Contractor's U.B.I. Number	603-066-096
#3	Provide Contractor's Washington Employment Security Department Number	420968-00-0
#4	Provide Contractor's Washington Excise Tax Registration Number	603-066-096
#5	Provide Contractor's City of Spokane Business Registration Number	603-066-096
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	YES



ENVIRONMENTCONTROL

A BUILDING SERVICE COMPANY

Dear City of Spokane,

Thank you for your business partnership with Environment Control for the past 8 years and for the opportunity to continue to work with the City of Spokane!

We are a locally owned and operated company with the strong support of a national organization with over 59 years of experience in the commercial cleaning industry. Our unique structure combines the care and concern of a local owner with the extensive experience and backing of a national organization. We believe our excellent management practices, our strong approach to leadership and our proven systems can be a significant asset to you and your employees!

Our team is committed to providing quality service and a clean environment for our customers!

Sincerely,

Bryan Spray

President, Environment Control

**Monthly
Costs**

I. TRAINING ADMINISTRATION OFFICE:

These services shall be performed twice a week on days that will be mutually agreed on, unless stated otherwise, and include the following:

Note for ALL Sections: Minutes per Task is the minimum billable minutes to be spent on each task, i.e. 2 people working for 10 minutes would equal 20 minutes for task.

Office areas, conference rooms, kitchen area, hallways

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							15	
Clean countertops and tables in kitchen and dining area	xx							10	
Vacuum all carpeted areas (except in individual offices)	xx							20	
Sweep (dry mop) hard floors	xx							20	
Clean and sanitize all sinks	xx							15	
Disinfect drinking fountain	xx							5	
Dust tables & desk tops (except in individual offices)		xx						15	
Wet mop hard floors		xx						30	
Wash entry way windows (inside & out)		xx						40	
Edge vacuum carpets where upright will not reach			xx					30	
Spot damp mop hard floors				xx				10	
Spot Clean carpets				xx				15	
Refill paper towel dispensers				xx				10	
Dust high and low surfaces (except in individual offices)					xx			35	
Dust window blinds					xx			60	
Machine scrub and buff hard floors					xx			375	
Wash both sides of windows						xx		225	
Wash outside glass of display cases						xx		20	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	300	
Clean HVAC Diffusers							xx	100	

a

Rest Room(s) (qty-3)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							10	
Clean rest room fixtures and chrome fittings	xx							10	
Clean rest room mirrors	xx							5	
Sanitize toilets, toilet seats, and urinals	xx							15	
Damp mop/wash floors with disinfectant	xx							20	
Spot wash rest room walls, partitions and doors		xx						15	
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies				xx				5	

Cost

a

Classrooms

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
-------------------	------------	--------	-----------	-----------	---------	------	--------	------------------	---------

									Monthly Costs
Gather all waste paper and garbage and take out to dumpster	xx							10	
Wash off all tables	xx							10	
Vacuum all carpets and area rugs	xx							15	
Dust table& desk tops and other vertical surfaces		xx						10	
Edge vacuum carpets where upright will not reach			xx					30	
Spot Clean carpets				xx				15	
Dust high and low surfaces					xx			30	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	260	
Clean HVAC Diffusers							xx	50	
Cost									a
Total Minutes A									1,860.0
Total Cost A								\$	-

II. COMBINED COMMUNICATIONS BUILDING:

These services shall be performed daily (7 days per week) at times that will be mutually agreed on, unless stated otherwise, and include the following:

Common use areas (Kitchen, hall ways)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							10	
Wash off all tables and countertops	xx							15	
Vacuum all carpets at entry doors	xx							20	
Sweep (dry mop) hard floors	xx							10	
Clean and sanitize all sinks	xx							10	
Disinfect drinking fountain	xx							5	
Wet mop all hard floors		xx						20	
Wash entry way windows (inside & out)		xx						15	
Spot Clean carpets				xx				20	
Spot damp mop hard floors				xx				10	
Dust high and low surfaces					xx			15	
Dust window blinds					xx			10	
Machine scrub and buff hard floors					xx			220	
Wash both sides of windows						xx		100	
Wash outside glass of display cases						xx		20	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	45	
Clean HVAC Diffusers							xx	30	
Cost									b

Common use areas (conference rooms)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster		xx						5	

										Monthly Costs
Dust chairs and tables		xx							15	
Vacuum all carpets		xx							20	
Spot Clean carpets				xx					10	
Dust high and low surfaces					xx				25	
Edge vacuum carpets where upright will not reach					xx				20	
Dust window blinds						xx			20	
Wash both sides of windows						xx			25	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx		30	
Clean HVAC Diffusers							xx		20	
Cost										b
Common use areas (rest rooms) (qty-6)										
Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial	
Gather all waste paper and take out to dumpster	xx							10		
Clean rest room fixtures and chrome fittings	xx							10		
Clean rest room mirrors	xx							5		
Sanitize toilets, toilet seats, and urinals	xx							20		
Damp mop/wash floors with disinfectant	xx							30		
Spot wash rest room walls, partitions and doors		xx						20		
Clean shower in both bathrooms		xx						20		
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies				xx				10		
Cost										b
Total Minutes B									890.0	
Total Cost B									\$ -	

II. **COMBINED COMMUNICATIONS BUILDING:**

These services shall be performed daily (7 days per week) at times that will be mutually agreed on, unless stated otherwise, and include the following:

911 Dispatch Area

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							35	
Clean and sanitize work stations and door handles	xx							55	
Vacuum all carpets	xx							60	
Dust file cabinets, & counters other vertical surfaces		xx						50	
Spot Clean carpets				xx				15	
Dust high and low surfaces					xx			55	
Edge vacuum carpets where upright will not reach					xx			60	
Dust window blinds						xx		260	
Wash both sides of windows						xx		140	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	220	

								Monthly Costs	
Clean HVAC Diffusers							xx	45	
								Cost	c
								Total Minutes C	995.0
								Total Cost C	\$ -

Police & Sheriff Dispatch Areas

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							35	
Clean and sanitize work stations and door handles	xx							55	
Vacuum all carpets	xx							60	
Dust file cabinets, & counters other vertical surfaces		xx						55	
Spot Clean carpets				xx				15	
Dust high and low surfaces					xx			55	
Edge vacuum carpets where upright will not reach					xx			60	
Dust window blinds						xx		260	
Wash both sides of windows						xx		160	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	260	
Clean HVAC Diffusers							xx	45	
								Cost	d
								Total Minutes D	1,060.0
								Total Cost D	\$ -

911, Police & Sheriff Admin. Office Areas

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster	xx							30	
Dust file cabinets, & counters other vertical surfaces		xx						50	
Vacuum all carpets		xx						50	
Spot Clean carpets				xx				15	
Dust high and low surfaces					xx			55	
Edge vacuum carpets where upright will not reach					xx			55	
Dust window blinds						xx		120	
Wash both sides of windows						xx		140	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	140	
Clean HVAC Diffusers							xx	45	
								Cost	e
								Total Minutes E	700.0
								Total Cost E	\$ -

Fire Department Areas (dispatch)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Wash both sides of windows						xx		60	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	60	
Clean HVAC Diffusers							xx	45	

		Monthly Costs
Cost	90	f
Total Minutes F		165.0
Total Cost F		

III. FIRE STATION No.1 ADMINISTRATION OFFICES--Both Floors

These services shall be performed twice a week on days that will be mutually agreed on, unless stated otherwise, and include the following:

First & Second Floor Office areas and Basement Offices

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and dispose of in FD dumpster	xx							35	
Clean countertops and tables in kitchen and dining area and clean sink and refill paper towel dispenser	xx							15	
Wash off all tables (lunch/conference/basement offices)	xx							20	
Arrange all furniture (lunch/conference/basement offices)	xx							10	
Vacuum all carpets and area rugs	xx							45	
Sweep (dry mop) hard floors	xx							30	
Disinfect drinking fountain	xx							5	
Wash entry way windows	xx							20	
Dust desk, chairs and office furniture		xx						25	
Dust file cabinets, & counters		xx						30	
Clean and sanitize telephones		xx						15	
Clean north and south stairwells		xx						20	
Spot clean hard floors of any marks		xx						15	
Wet mop all hard floors		xx						45	
Edge vacuum carpets where upright will not reach			xx					30	
Spot Clean carpets				xx				20	
Dust sides of desk and other vertical surfaces					xx			30	
Dust high and low surfaces					xx			60	
Dust window blinds						xx		260	
Machine scrub and buff hard floors						xx		320	
Wash both sides of windows						xx		325	
Wash outside glass of display case						xx		25	
Clean each Fluorescent light fixture (reflectors and lenses inside & out)							xx	525	
Clean HVAC Diffusers							xx	60	
Cost									9

Rest Rooms (qty-4)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qty	Yearly	Minutes per Task	Initial
Gather and dispose of all waste paper	xx							15	

									Monthly Costs
Clean rest room fixtures and chrome fittings	xx							15	
Clean mirrors	xx							5	
Sanitize toilets, toilet seats, and urinals	xx							15	
Damp mop/wash floors with disinfectant	xx							20	
Spot wash, partitions and doors		xx						15	
Clean and fill dispensers (soap and paper) from F.D. supplies and leave extra supplies close at hand				xx				30	
Cost									g
Total Minutes G									2,100.0
Total Cost G								\$	-

IV. Field House

These Services will be provided once weekly, except in the case where the Vendor is notified that service is not needed as it will be done by training when there is a recruit school.

Rest Room(s) (qty-3)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take out to dumpster		xx						10	
Clean rest room fixtures and chrome fittings		xx						15	
Clean rest room mirrors		xx						10	
Sanitize toilets, toilet seats, and urinals		xx						20	
Damp mop/wash floors with disinfectant		xx						20	
Clean showers		xx						30	
Spot wash rest room walls, partitions and doors		xx						35	
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies				xx				10	
Cost									h
Total Minutes H									150.0
Total Cost H								\$	-

V. Shop Restroom (At Training Center Complex)

These Services will be provided once a week, on a day that will be mutually agreed on, unless stated otherwise, and include the following:

Rest Room(s) (qty-1)

Extent of Service	Each Visit	Weekly	Bi-Weekly	As Needed	Monthly	Qtly	Yearly	Minutes per Task	Initial
Gather all waste paper and garbage and take it out to dumpster		xx						20	
Clean 2 sinks, 1 urinal, 1 shower		xx						35	
Machine scrub restroom				xx				135	
Wash bench		xx						15	

									Monthly Costs
Wet wipe face front of lockers		xx						20	
Wash trash can		xx						15	
Clean & fill rest room dispensers (incl. paper towels) from dept. supplies			xx					15	
Cost									i
Total Minutes /									255.0
Total Cost /									\$ -

VI. Extras

The services quoted below will not be included in the quote for the main contract, but as a separate charge as needed. If there are services requested beyond the regularly scheduled services and the extra costs below, the department and the vendor are required to enter into a written Change Order recorded with the City of Spokane's Clerk.

CCB (Common Areas)

Bidder will provide an "individual" cost to machine scrub the concrete floors and seal the quality floor sealant and buff.
 Bidder will provide an "individual" cost to machine scrub and wax the kitchen floor.
 Restrooms-Bidder shall provide cost to machine scrub 6 bathroom floors in CCB Building

	per request
Cost	400
Cost	250
Cost	275

Dispatch Areas

Bidder shall provide an individual cost for major carpet cleaning in all areas with the exception of the individual office spaces.

Fire	Cost	175
911	Cost	250
Police	Cost	175
Sheriff	Cost	175

Administrative Areas

Bidder shall provide an individual cost for major carpet cleaning in all areas with the exception of the individual office spaces.

Cost	175
-------------	-----

Training Admin

Bidder shall provide an individual cost for major carpet cleaning in all areas with the exception of the individual office spaces.
 Machine scrub and seal hallway and break area floors
 Machine scrub batrooms

Cost	325
Cost	375
Cost	325

Shop

Detail Clean and disinfect toilet and urinal

Cost	75
-------------	----

General

Additional Janitorial Service---Billed by the hour

Cost	34
-------------	----

QUOTE

TO: CITY OF SPOKANE, WASHINGTON

**Monthly
Costs**

PROJECT NAME:
The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

FIRE DEPARTMENT JANITORIAL SERVICES.

Training Admin Building-Monthly

CCB cost breakdowns-Monthly

Cost Common Areas (including rest rooms)
Cost 911 Dispatch Area
Cost Police & Sheriff Dispatch Area
Cost 911, Police & Sheriff Admin. Officer Area
Cost Fire Department Dispatch Area

Fire Station #1-Monthly

Field House-Monthly Cost-(Four Visits)

Shop Bathrooms

Total Monthly Quote -----Total Cost A+B+C+D+E+F+G+H+I

Quote Totals		
	Minutes	Cost
		hours/ month
<u>A</u>	1,860.00	\$ 1,105.00 31.00
<u>B</u>	890.00	\$ 525.00 14.83
<u>C</u>	995.00	\$ 580.00 16.58
<u>D</u>	1,060.00	\$ 620.00 17.67
<u>E</u>	700.00	\$ 420.00 11.67
<u>F</u>	165.00	\$ 110.00 2.75
<u>G</u>	2,100.00	\$ 1,245.00 35.00
<u>H</u>	150.00	\$ 125.00 2.50
<u>I</u>	255.00	\$ 165.00 4.25
<u>Total</u>	8,175.00	\$ 4,895.00 136.25
		\$ 58,740.00

SUBCONTRACTOR LIST

PROJECT NAME: Fire Department Facilities - Janitorial Services

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER: West Coast Window Cleaning, Inc.

TYPE OF WORK/BID ITEM: Multi-Story Exterior Window Cleaning at Firehouse #1

AMOUNT: Included in Pricing from Exhibit A

CONTRACTOR'S REGISTRATION NO.: 602 171 767

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: **Fire Department Facilities - Janitorial Services**

Project # PW ITB 5679-22

Part A: General Company Information

Company Name: Environment Control Building Maintenance Company of Spokane

Address: 204 South Koren Rd. Suite 200, Spokane Valley, WA 99212 •

Contact Name and Title: Bryan Spray, President

Contact Phone: 509.464.3308

Contact E-mail : bryans@ecspokane.com

Years in business as a Prime Contractor: 33

Years in business as a sub-contractor: n/a

Years in business under present Name: 33

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: n/a

Explain reason for name change(s) in the past five (5) years: n/a

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List three (3) similar contracts/projects within the last three (3) years.** Contracts are service contracts which do not have a final completion date. That said, please see current customer reference contact information listed. 1. Frontier Behavioral Health Attn: Mike Wright Phone: (509) 710-8755. 2. Paulsen Center Attn: Lisa Dowers. Phone: (509) 624-6788. 3. Kiemle Hagood Attn: Lori Troyer Phone:(509) 755-7526

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part H. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part I. Claims Against Retainage and Bonds

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall

evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part J. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part K: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part M: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☒ No

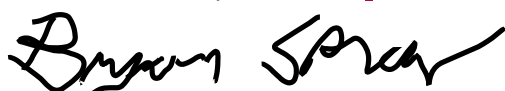
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. n/a. Environment Control Requires West Coast Windows to provide copy of Business License and Liability Insurance.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative:-

Date: 7/11/22



Printed Name of Authorized Representative: Bryan Spray

Title: President

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name

Bidders Contact Name & Phone Number

Project Name

Project Contract Number

Project Owner

Project Location

Project Owner Contact Name & Title

Owner's Telephone Number

Notice to Proceed Date

Final Completion Date

Awarded Contract Value

Final Contract Price

Prime Contractor Name (If Not Bidder)

Contractor Contact Name & Phone Number (If Not Bidder)

Brief Project Description

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	Fleet Services
Contact Name & Phone	Richard Giddings 509-625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Lease of 2 Ford F150s
Summary (Background)	The Engineering Department would like to lease two Ford F150s. The leases are from Enterprise Fleet Management, Spokane, WA using Sourcewell Contract #060618-EFM. The leases are for 36 months, for an estimated total of \$20,000.00.
Proposed Council Action & Date:	August 15, 2022, Approved
Fiscal Impact: Total Cost: <u>Estimated at \$20,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Engineering Department Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We are experiencing a very volatile vehicle market at the moment and are continuously evaluating vehicles from all over to ensure we are getting fair prices for leases and purchases.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

Committee Agenda Sheet

Finance and Administration Committee



Submitting Department	Spokane Police Department
Contact Name & Phone	Justin Lundgren 625-4115
Contact Email	jclundgren@spokanepolice.org
Council Sponsor(s)	Councilmembers Kinnear & Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Joint application MOU with Spokane County on JAG22 grant program
Summary (Background)	<p>Each year, the Department of Justice Solicits Grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The County and City act as Disparate Jurisdictions and must share the monies. In 2011, the City and County entered into the MOU OPR 2011-0729 on how to apply and split the money each year. The monies are to be split equally, and the fiscal agent of the grant is allowed an additional 10% of the joint money.</p> <p>The Spokane Police Department in collaboration with the Spokane County Sheriff's Office wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. A grant application will be submitted in total for \$180,880, which will be split as follows: City - \$81,396 and County - \$99,484.</p>
Proposed Council Action & Date:	Approval of MOU between Spokane County & City of Spokane in regards to a joint JAG22 grant application
Fiscal Impact: Total Cost: <u>\$81,396</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Dept. of Justice Edward Byrne Memorial grant Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
<u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
<u>N/A</u>	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Shawna Ernst - 509-625-4106
Contact Email	sernst@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	Purchase of Rekor ALPR Cameras (2 fixed cameras, 3 in-car cameras) related to FY22-23 Washington Auto Theft Prevention Authority Program (WATPA) supplemental grant funding.
Summary (Background)	<p>This project will purchase 5 ALPR cameras – two cameras will be used in a fixed location and three cameras will be used in police cars in order to scan license plates for stolen vehicles, suspect vehicles (primarily from violent crimes), and vehicles identified in Amber and Silver alerts.</p> <p>The Department will put the three in-car cameras into marked patrol vehicles in order to get the most use of the cameras. The fixed cameras will be placed to cover northbound and southbound traffic (one camera per direction of travel) near the Division St bridge.</p> <p>Questions listed under SMC 18.04.010:</p> <ol style="list-style-type: none"> 1. A clear statement of the purpose and use of the proposed surveillance equipment; <p>This equipment will be used to collect images of license plates and vehicle make/model and compare license plate numbers with lists of stolen vehicles, suspect vehicles, and vehicles connected to Amber/Silver alerts. The system does not collect images of people to include drivers, passengers, and/or pedestrians.</p> <p>Figure 1: An example of a search result from the system. The photos available are of the license plate and the vehicle.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p>699750</p>  </div> <div style="text-align: center;"> <p>Black Toyota SUV</p>  </div> </div>

2. A simple and non-technical description of the type of surveillance equipment proposed to be acquired and used;

The cameras to be procured are specifically designed for use as ALPR cameras. The cameras are connected to an ALPR software system that automatically captures images of license plates and does not capture other types of images.

3. The intended specific location(s) of the proposed surveillance equipment if it is to be affixed to a building or other structure;

Three cameras will be mounted inside of marked patrol cars. Two cameras will be mounted as near to the Division Street Bridge as possible (dependent on access to power), with one camera facing northbound and one camera facing southbound.

4. A narrative description of how and when the proposing department would use the surveillance equipment, such as whether the surveillance equipment will be operated continuously or used only under specific circumstances, and whether the surveillance equipment will be installed permanently or temporarily;

The ALPR system will be operated continuously (except when patrol vehicles are not being driven). The in-car systems may be moved to different patrol cars if needed (ex: a car is decommissioned or in the shop). The fixed cameras will be permanently installed.

5. A clear description of the actual or potential privacy and anonymity rights affected (if any) and a plan to minimize and mitigate the risk that the use of the surveillance equipment will infringe on personal privacy and anonymity, and to limit the risk of potential abuse;

All use of the ALPR system to search for specific license plates is audited and each request must include a justification for the search (ex: a police report number, exigent circumstances). A report of searches will be reviewed on a quarterly basis and misuse will result in corrective action.

Figure 2: Upon logging in to the system, each user is required to acknowledge appropriate use of the software.

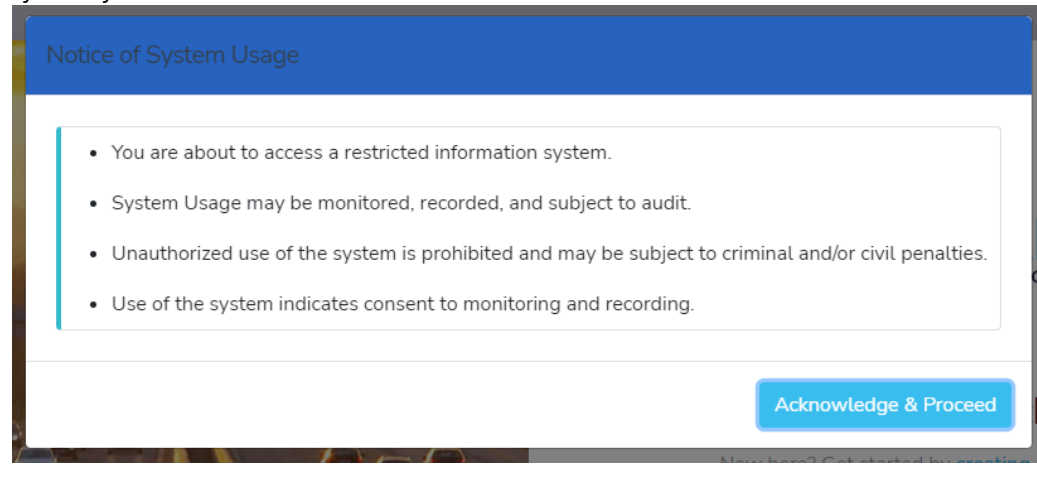


Figure 3: Each search requires a justification (case number, exigent circumstance). The justification is stored in the audit log.

Justification ⓘ

Case number

⌵ Search 🗑️

Figure 4: Sample of an audit log showing the user who performed the search, the plate that was searched, and the justification statement. NOTE: The middle portion of the screen shot was removed due to size. It contained date/time stamps.

Results				
User	⌵	Plate	⌵	Justification
sernst@spokanepolice.org		699750		Council Briefing Paper

6. A clear description of how and when data will be collected and retained and who will have access to any data captured by the surveillance equipment;

ALPR data is stored according to Washington State Records Retention Schedule (text taken directly from the Law Enforcement schedule):

LE2010-054: Automatic License Plate Recognition Images – Case-Specific
Images of vehicle license plates captured by automatic license plate imaging equipment and which do contain images significant to case investigations or court proceedings. Retain until exhaustion of appeals process then Destroy.

LE2010-055: Automatic License Plate Recognition Images – Not Case-Specific
Images of vehicle license plates captured by automatic license plate imaging equipment and which do not contain images significant to case investigations or court proceedings. Retain until verification that a significant image has not been captured then Destroy.

LE2010-055 is implemented by retaining images for 90 days, then destroying ALPR records. This gives time for detectives to save records related to specific cases.

Figure 5: Setting to store plate data that has not been connected to a specific case.

Company plate data retention (days):

30

This setting is for users who would like to **reduce** the amount of time their data is stored on the server.

Staff with access to the ALPR system include: crime analysts, technical staff (TARU) for administration of the system, dispatch, and detectives. Data will be shared with partner agencies (ex: Spokane County Sheriff's Office).

	<p>7. A clear description of the extent to which activity will be monitored in real time as data is being captured and the extent to which monitoring of historically recorded information will occur;</p> <p>Data will be monitored in real time through automated alerting. For example, if a license plate for a stolen vehicle is entered into the ALPR software, an alert will be generated when that vehicle is identified via a camera. That alert will be sent to dispatch in order to notify patrol.</p> <p>Historical data will be utilized within the 90 day storage window for investigative purposes related to crimes against persons.</p> <p>8. A public outreach plan for each community in which the department intends to use the surveillance equipment that includes opportunity for public meetings, a public comment period, and written agency response to these comments;</p> <p>Since this system is only used on public roadways and does not capture images of people, we have not planned for public meetings/public comment period.</p> <p>9. If a department is requesting to acquire or use drones or other unmanned aircraft, a description of the specific circumstances under which they may be deployed, along with clearly articulated authorization protocols;</p> <p>N/A</p> <p>10. If more than one department will have access to the surveillance equipment or the data captured by it, one department shall be named the lead department and shall have the responsibility for maintaining the equipment and ensuring compliance with all related protocols. If the lead department intends to delegate any related responsibilities to another department, these responsibilities and associated departments and personnel shall be clearly identified;</p> <p>Spokane Police Department will be the lead department for this system.</p> <p>11. A description of whether and how any City department intends to share access to the surveillance equipment or the collected data with any other government entity;</p> <p>Spokane Police Department intends to share the ALPR reads with partner agencies (ex: Spokane County Sheriff's Office) when the partner agency has a legitimate law enforcement need for the data. Any use by a partner agency will be documented in the audit log.</p> <p>12. A description of the training to be provided to operators or users of the surveillance equipment.</p> <p>ALPR system users will be trained on how to perform searches and when the system can/can not be used. The system automatically prompts the person performing a search for a justification statement of that search.</p>
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Proposed Council Action & Date:	Approval of Purchase and Camera Placement Location - August 22 nd , 2022
Fiscal Impact: Total Cost: <u>\$48,776</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA Association of Sheriffs and Police Chiefs grant Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring ALPR software is licensed on a five-year term. The next renewal will be due in 2027. Licensing costs are estimated at \$10,000. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? Persons in historically excluded communities are disproportionately impacted by vehicle theft and violent crimes. By implementing the ALPR cameras, the Spokane Police Department will be able to recover stolen vehicles more quickly, allowing individuals to regain access to transportation for employment, education, medical needs, and child care needs. The ALPR system will also aid detectives in solving violent crimes which will reduce crime impacts on communities throughout Spokane.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The data collected by the ALPR system is entirely focused on vehicles (make/model, color, license plate) and does not collect any information about people. Specific license plates may be queried against other systems to get owner information, but that will be on a case by case basis. The department will track how successful the ALPR system is in recovering stolen vehicles and in solving cases, and can use that data to determine the effectiveness of this program in aiding victims of crime from diverse backgrounds.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The department will track the number of successful stolen vehicle recoveries and the impact of ALPR on solving cases to determine if the system has met its goals. This information will be tracked within police reports, and analyzed on at least an annual basis.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Vehicle theft enforcement using the latest technology aligns with two goals from the Police Department's 2022- 2023 Strategic Plan Including: <ul style="list-style-type: none"> • Help create a safer, healthier, and more supportive environment for all residents and visitors 	

- Combat crime by using innovative policing practices and technology.

This purchase also aligns with the following City of Spokane strategic plan objectives:

- 1.) Innovative Infrastructure: This system is innovative as it uses software to capture specific images of license plates/vehicles and not people.
- 2.) Safe and Healthy: This purchase will reduce the time it takes to notify patrol of a stolen vehicle, a vehicle involved in a violent crime, or a vehicle connected to an Amber/Silver alert. It will also reduce the time it takes to recover stolen vehicles for our citizens.



We have prepared a quote for you

Spokane Police Department - WA - Rekor Edge (2) / Mobile (1)

Quote # 000533
Version 1

Prepared for:

Spokane Police Department - WA

Shawna Ernst
sernst@spokanepolice.org



Rekor Finder

Product Details		Qty	Price	Ext. Price
RKR-FIN-P	Rekor Finder 2	3	\$6,756.94	\$20,270.82
WCH-BAS-5Y	Rekor Watchman Commercial Software per camera (5-Yr) - Local Software - Agent Runs on a Local Device & Web Server	3	\$2,299.00	\$6,897.00
			Subtotal:	\$27,167.82

Rekor Edge

Description		Price	Qty	Ext. Price
RKR-EDG-P	Rekor Edge 300 (1-camera) - Fixed license plate & vehicle recognition solution including camera, edge processing, communications modem, and IP76 enclosure. Rekor Watchman subscription required, not included.	\$6,950.00	2	\$13,900.00
WCH-BAS-5Y	Rekor Watchman Commercial Software per camera (5-Yr) - Local Software - Agent Runs on a Local Device & Web Server	\$2,400.00	2	\$4,800.00
Contract	*GSA Contract Synnex: 47QTCA19D00MM*	\$0.00	1	\$0.00
			Subtotal:	\$18,700.00

Sales Tax

Description		Price	Qty	Ext. Price
Sales Tax	Sales Tax - 9%	\$4,128.10	1	\$4,128.10
			Subtotal:	\$4,128.10



Spokane Police Department - WA - Rekor Edge (2) / Mobile (1)



Prepared by:

Brite

James Means
1-800-333-0498
Fax 585-758-0222
jmeans@brite.com

Prepared for:

Spokane Police Department - WA

1100 W Mallon Ave
Spokane, WA 99260
Shawna Ernst
5093708534
sernst@spokanepolice.org

Quote Information:

Quote #: 000533

Version: 1
Delivery Date: 01/20/2022
Expiration Date: 02/28/2022

Quote Summary

Description	Amount
Rekor Finder	\$27,167.82
Rekor Edge	\$18,700.00
Sales Tax	\$4,128.10
Total:	\$49,995.92

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- All services will be invoiced upfront and efforts debited against the units described above.
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- Taxes are NOT included within the quote. Appropriate taxes will be included with the Invoice.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Spokane Police Department - WA

Signature: _____

Name: _____ Shawna Ernst

Date: _____