

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

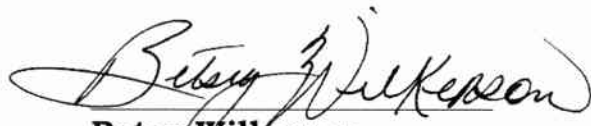
**MEETING OF MONDAY, JULY 08, 2024
10:00 A.M. – CITY COUNCIL CHAMBERS**


A special meeting of the Public Safety & Community Health Committee will be held at **10:00 A.M. on Monday, July 8, 2024**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. No public testimony will be taken.

See Amended Agenda Attached

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 City Council Chambers 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@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.


Betsy Wilkerson
Council President


Terri L. Pfister
Spokane City Clerk

THE CITY OF SPOKANE CITY COUNCIL PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE



AGENDA FOR 10:00 A.M. MONDAY, JULY 8, 2024

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 AM July 8, 2024**, in 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 #2495 781 4519; 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 8, 2024

III. Monthly Report/Update

1. INTEGRATED RESPONSE TO THE OPIOID CRISIS UPDATE - MAGGIE YATES (10 minutes)
2. 0680 - SIT AND LIE MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
3. 0680 - PHOTO RED MONTHLY UPDATE - ERIC OLSEN (0 minutes)
4. 0680- STRATEGIC INITIATIVES MONTHLY UPDATE - COMMUNITY ENGAGEMENT EDITION - JACQUI MACCONNELL (0 minutes)
5. 0680 - UNIFORM OVERTIME REPORT - KEVIN SCHMITT (0 minutes)
6. FIRE DEPARTMENT REPORT - CHIEF JULIE O'BERG (minutes)

IV. Discussion Items

1. 0320 - RESOLUTION APPOINTING PRO AND CON COMMITTEES FOR PROPOSITION 1 - GIACOBBE BYRD (5 minutes)
2. 0410 - SSP CONTRACT AGREEMENT - MATT BOSTON (5 minutes)
3. GRANTS PASS DECISION DISCUSSION - MIKE PICCOLO (10 minutes)
4. 0320 - RESOLUTION REGARDING ENFORCEMENT OF UNLAWFUL CAMPING - CM BINGLE (10 minutes)
5. 0680 - SBO WATPA GRANT AWARD - SHAWNA ERNST (5 minutes)
6. 0690-DRUG AND ALCOHOL TESTING CONTRACT - MICHAEL DIAMOND (5 minutes)
7. 0520 COMMUNITY SAFETY RESOLUTION - MAGGIE YATES (5 minutes)
8. TRAFFIC CALMING MEASURES FUND SPECIAL BUDGET ORDINANCE - CM ZAPPONE (10 minutes)
9. 0680 - WATPA GRANT ACCEPTANCE - SHAWNA ERNST (5 minutes)

V. Consent Items

1. 0680 - AUTEL DRAGONFISH DRONE PURCHASE (POLICE)
2. 0680 - ILA WITH CJTC FOR BLEA EXPANSION (POLICE)

3. 1970 - SOFTWARE PURCHASE - VECTOR SOLUTIONS CHECK-IT (FIRE)
4. 1970 EQUIPMENT PURCHASE - SOFT BODY ARMOR/HELMETS (FIRE)
5. 0680 - RENEWAL OF COPLINK SOFTWARE (POLICE)
6. 0680 - BHU GRANT AMENDMENT ACCEPTANCE (POLICE)
7. 0680 - LIMA CELLULAR NETWORK SCANNER PURCHASE (POLICE)

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

Next Public Safety & Community Health Committee

The next meeting will be held at the regular date and time of **10:00 AM. August 12, 2024.**

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 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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/08/2024**Committee Agenda type:** Information Only**Date Rec'd**

6/27/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MAGGIE YATES 6753

Requisition #**Contact E-Mail**

MYATES@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON

Agenda Item Name

INTEGRATED RESPONSE TO THE OPIOID CRISIS UPDATE

Agenda Wording

Update from Deputy City Administrator Maggie Yates about the integrated response to the opioid crisis.

Summary (Background)

Update from Deputy City Administrator Maggie Yates about the integrated response to the opioid crisis.

Lease? NO

Grant related? NO

Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			

Distribution List

myates@spokanecity.org

amcdaniel@spokanecity.org



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Information Only

Date Rec'd

6/27/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept

POLICE

Bid #

Contact Name/Phone

DAVE SINGLEY 4171

Requisition #

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

MCATHCART PDILLON LNAVARRETE

Agenda Item Name

0680 - SIT AND LIE MONTHLY UPDATE

Agenda Wording

Monthly Updates for Sit and Lie citations

Summary (Background)

Monthly updates are provided to report on Sit and Lie bookings and/or citations. This month, there were no bookings; just two citations.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

TicketNumber	TicketDatetime	TicketAddress
[REDACTED]	6/3/2024 19:13	Browne Street Viaduct
[REDACTED]	6/2/2024 15:31	3/Browne

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/08/2024**Committee Agenda type:** Information Only**Date Rec'd**

6/18/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

ERIC OLSEN 4505

Requisition #**Contact E-Mail**

EOLSEN@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

Photo Red Monthly Update

Summary (Background)

Photo Red Monthly update

Lease? NO

Grant related? NO

Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

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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

Background/History: Report for Public Safety meeting July 8th, 2024.

Statistic for Photo Red for the time frame of **May 1st, 2024, thru May 31st, 2024.**

There were 1650 violations on the photo red system from **May 1st, 2024 thru May 31st, 2024.** During the same time frame in 2023 there were 1718 violations, which is a decrease of 68 violations. Two cameras at Freya and Third and Thor and 2nd did not write any infractions, due to construction.

Statistic for Photo Speed for the time frame of **May 1st, 2024, thru May 31st, 2024.**

There were 2221 violations on the photo speed system from **May 1st, 2024 thru May 31st, 2024.** During the same time frame in 2023 there were 3003 violations, which is a decrease of 782 infractions. SK17, NW Blvd at Finch Elementary wrote no infractions. It is down for a new camera.

Executive Summary: Photo RED

May 1st, 2024, thru May 31st, 2024

- NB Freya and Third was the highest with 358 violations.
- Browne and Sprague was the second highest with 248 violations.
- Division and Francis was the third highest with 202 violations.
- SB Maple and Second was the fourth highest with 186 violations.

Executive Summary: Photo SPEED

May 1st, 2024, thru May 31st, 2024

- SB N Nevada St @ Longfellow Elementary was the highest with 644 violations.
- NB N 4099 S Regal St @ Ferris High and Adams Elementary was the second highest with 427 violations.
- SB Monroe @ Willard Elementary was the third highest with 351 violations.
- SB Ash @ Ridgeview Elementary was the fourth highest with 336 violations.

***Current revenue of the system.**

Type of revenue	Actual through May	2024 Adopted Budget	Budget / 12 months or budget per month	5 months of per month budget	variance to actual surplus/(shortfall)
PHOTO RED FINES	758,417	1,820,000	151,667	758,335	82
SCHOOL ZONE SPEED CAMERA FINE	1,604,698	5,030,000	419,167	2,095,835	(491,137)

Proposed Council Action & Date:

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time 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?

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/08/2024**Committee Agenda type:** Information Only**Date Rec'd**

6/18/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

JACQUI 4109

Requisition #**Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680- STRATEGIC INITIATIVES MONTHLY UPDATE - COMMUNITY

Agenda Wording

SPD's Strategic Initiatives Monthly Update for July 2024

Summary (Background)

SPD's Strategic Initiatives Monthly Update for July 2024 - Community Engagement Edition

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

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SPOKANE POLICE DEPARTMENT
INTERIM CHIEF OF POLICE
JUSTIN C. LUNDGREN

Strategic Initiatives
July 2024 Report
The Community Engagement Edition



Public Safety and Community Health Committee Briefing
July 2024



Community Engagement Goals

Engage with Youth in Local Schools

In 2024, Spokane Police Department is focusing on school connections with activities like Safety Talks, Career Fairs, Job Shadow Experiences, Drug Education (especially Fentanyl), College Career Learning Readiness, and Police Academy tours and demonstrations. Participating schools include both public and private schools.



In the last year, SPD has facilitated activities at Scott Elementary, Stevens Elementary, All Saints School, Trinity Catholic School, East Valley High School, Highland Middle School, Northwest Christian School, Woodland Montessori School, Rogers High School, North Central High School, Lewis and Clark High School, Salk Middle School, Glover Middle School, and Shaw Middle School, as well as various preschools.

Community Outreach officers are working with City of Spokane youth with behavioral and/or attendance issues who are in City of Spokane schools (Arlington, Jefferson, Lidgerwood, Shaw) and those attending school outside of the city limits. In several cases, counselors have asked officers to meet with the students as they make progress.

Below, SPD officers conduct anti-bullying education at Lidgerwood Elementary School.



Below, Lieutenant Steve Braun reads to a kindergarten class at Indian Trail Elementary.



Below, officers talking to students at the Spokane School District 5th Grade Career Fair.



Below, bike safety education for students at All Saints School.



Serve Youth through Partner Organizations

Spokane Police Department will continue to partner with organizations that serve youth such as Junior League, Boys and Girls Club, Scouts, YMCA of the Inland Northwest, Martin Luther King Jr. Community Center, West Central Community Center, Northeast Community Center, Emmanuel Fitness, Northeast Youth Center, Spokane County Juvenile Justice, and Crosswalk Youth Shelter.

Below, reading to children and discussing safety at the Martin Luther King Center Head Start Program.



SPD is engaging with Embrace Washington and Lutheran Community Services Northwest to meet youth in foster care and provide good experiences with law enforcement. Below, SPD volunteers participate in Embrace Washington's Shoe Shopping Party for foster children.



SPD officers and volunteers participate in Joya's Donut Dash to raise funds for children with developmental delays and disabilities.



Increase SPD Youth Outreach Programs

The Spokane Police Foundation sponsors multiple youth outreach programs.

Police Activities League (PAL)

SPD's flagship youth outreach program, the Police Activities League (PAL), began in 2013 and continues to serve hundreds of young people each summer. PAL engages youth with activities such as flag football, basketball, soccer, and lawn games. Officers and community volunteers serve as mentors for the young participants, provide positive role modeling, and teach core values. The program is held at neighborhood parks in Northwest, Southeast, and Northeast Spokane. The Spokane Parks Foundation and other partners support the PAL program. Martial arts and drug prevention education are provided, thanks to the DEA Foundation.

Several community organizations partner with SPD to have their youth participate. A few examples are YMCA of the Inland Northwest, Spokane Slavic Association, Thrive International, World Relief, and CASA.

In 2023, SPD served 900+ total participants over 15 sessions (405 unduplicated children).



Thrive Nation Soccer Camp

Thanks to the Spokane Police Foundation, SPD partners with Thrive International on Thrive Nation Soccer Camp. The soccer participants are immigrant and refugee youth. Over 100 youth participated in 2023, and we expect more to participate in 2024.



Youth & Police Initiative (YPI)

SPD hosts the Youth & Police Initiative (YPI) with NEWTech Prep students. YPI is a prevention program for at-risk high school youth, designed to meet them where they are and help them prepare for their future.



Police officers lead the YPI program, building trust and rapport with students through dialogue, role-play and sharing perspectives. Participants are encouraged to work hard in school, avoid substance use and gangs, and get involved in their communities. Photos below are from the May 2024 YPI graduation at NEWTech Prep.



Increase Drug Education in the Community

The Spokane community was identified by the Drug Enforcement Administration (DEA) as a hot spot for fentanyl. SPD is addressing the drug epidemic through prevention strategies, facilitating conversations, and collaboration with local partners.

SPD is involved in an art education program with the DEA for elementary and middle school youth. The DEA supplies an art teacher and supplies so that youth in Boys and Girls Clubs can experience art education. During the art education, SPD officers interact with the youth, providing information about safety and drugs, especially the dangers of fentanyl and other opioids. SPD's partners at ESD101 are helping teach as well.



- SPD Community Outreach Officers work with Wellness Coalitions such as West Spokane Wellness Partnership, Shadle Prevention & Wellness Coalition, and Northeast Support Team. The coalitions are part of the Community Prevention & Wellness Initiative (CPWI) and deliver much needed prevention programs and strategies focused on reducing underage use of alcohol, cannabis, tobacco, and other drugs. The coalitions also educate parents about signs of drug use and signs of human trafficking, behavioral health issues, and unhealthy relationships. SPD is a partner for community presentations such as “Fentanyl – What You Need to Know” at Northeast Community Center and events such as Drug Take-Back Events.
- SPD’s certified Drug Recognition Experts regularly present on drug trends to various community partners: e.g., Educational Service District 101, Home and Community Services, Adult Protective Services, WSU School of Nursing, Deaconess Medical Center nursing staff, New Horizon treatment center.
- SPD is involved with the Greater Spokane Community Safety Initiative. This organization has supported drug education activities in SPD youth programs like the Police Activities League.



Provide Crime Prevention Education

Scam Prevention

Detective Tim Schwering created a presentation about what he’s seeing as he’s investigating fraud cases, with people being victimized by crypto currency scams. Recent scamming methods often start out as a “wrong number” text or call, where the scammer tries to connect, or victims are targeted through social media (e.g., LinkedIn, Facebook) and dating sites. Detective Schwering explains how scammers try to gain trust and then victimize people, and how scammers try to get them to mail prepaid cards or invest in cryptocurrency. He explains what to do if you are a victim. SPD has reached out to several

Public Safety Building • 1100 W. Mallon Avenue • Spokane, Washington 99260-0001



community groups and all the neighborhood councils to see if they are interested in hosting a presentation. More than 50 presentations have been held during 2023-2024 at various locations such as senior centers, senior living residences, community centers, and social service agencies. Below, at Lutheran Community Services Northwest.



SPD worked with Thrive International to have presentations with interpreters, with information for Slavic, Arabic, and Afghani communities. Thrive translated the Power Point documents into Ukrainian, Russian, Pashto, Dari/Farsi, and Arabic. These presentations are available to share via email. Detective Schwering is also working with Mujeres in Action and the Hispanic Business and Professional Association to create a presentation in Spanish that focuses on a wide range of online scams targeting Spanish speakers. If you are interested in having Detective Schwering present to your group, please contact him at tschwering@spokanepolice.org.

Crime Prevention through Environmental Design (CPTED)

SPD conducts Crime Prevention through Environmental Design (CPTED) Evaluations with schools, businesses, and agencies. CPTED evaluations provide guidelines for property owners to use to lower or prevent environmental factors from creating an opportunity for crime. Recently SPD has completed evaluations with agencies such as the American Indian Community Center, West Central Community Center, Thrive International, and Northeast Youth Center. SPD brought CPTED



training to Spokane to train more employees, community partners, and volunteers on the CPTED program. Above right, SPD staff with All Saints School employees after completing a CPTED evaluation.

Increase Services and Education to Vulnerable Populations

The Community Outreach Unit regularly partners with humanitarian organizations. Officers meet with new refugees to Spokane to help them get to know their police and to inform them about what police services are available. SPD holds workshops where they educate participants about the Spokane Police Department's language card and how to use it as a non-English speaker. Knowing what language is needed helps officers when they contact the Language Line. Community Outreach officers teach classes and workshops on laws, driving, drugs, and safety.

Below, SPD with World Relief for a scam prevention presentation, and at World Refugee Day.



SPD is expanding the Safe Place Program for Victims. Safe Place is an agreement between businesses, the police department, and the community to report crimes (especially hate crimes) and provide a place for victims to safely wait for police. Business owners display a decal near their front door, agree to report crimes, and train employees, volunteers, and staff on the reporting of crimes. Our community currently has 50+ Safe Place locations. This program is based on Seattle PD's program and began in 2020.

SPD officers and volunteers will help people by connecting them to resources, such as Salvation Army, LCSNW, and MiA – Mujeres in Action. SPD will also utilize the Crisis Assistance Program (through the Spokane Police Foundation) to help individuals and families in crisis. SPD partners with the Salvation Army on a program that allows officers to pick up "To Go" food bags for distribution to vulnerable populations, housed or unhoused.



SPD continues to support the Challengers Baseball Team and the Special Olympics Pacers Team, attending practices and sending the team off to the state tournament.



Ongoing Relationship with Spokane Tribe of Indians

SPD communicates regularly with the Spokane Tribe of Indians (STOI) to ensure progress toward strengthening the relationship, and to identify meetings, events, and ceremonies where STOI and SPD can collaborate. SPD also coordinates with Spokane Tribal Police for the safety and betterment of our community. SPD partners with STOI to provide training on Spokane Tribe history for new hires. SPD and STOI will continue attending existing events together (e.g., STOI Annual Pow Wow and Celebration) and will consider creating new events and partnerships. SPD coordinates with the American Indian Community Center on training and events, making referrals to Goodheart Behavioral Health, and sponsoring families in need.



Other ways to engage tribal members includes SPD youth programming; Crime Prevention through Environmental Design assessments of properties; active shooter training; and education on issues such as online safety and social media. SPD also participates in the Children of the Sun Community Coalition. SPD will continue to provide outreach such as safety talks to STOI youth at the Wellpinit Boys and Girls Club and Wellpinit Schools.



Engage at Community Events



Community events are a great way for officers and community members to interact and build positive working relationships. The Lunar New Year Celebration, Spokane County Fair, Unity in the Community, World Refugee Day, the Lilac Festival, Hoopfest, Bloomsday, and the Asian, Native Hawaiian, Pacific Islander (ANHPI) Heritage Days are just a few of the events in our community that give officers a chance to provide an engaged and responsive presence in the community.

Events such as Coffee with a Cop and Roll Call with a Cop are crucial to provide opportunities for Spokane residents to meet the officers policing in their communities and neighborhoods. Below, SPD employees and volunteers engage with folks at Coffee with a Cop.



Provide Hands-On Training to Community Members

Training at the Police Academy

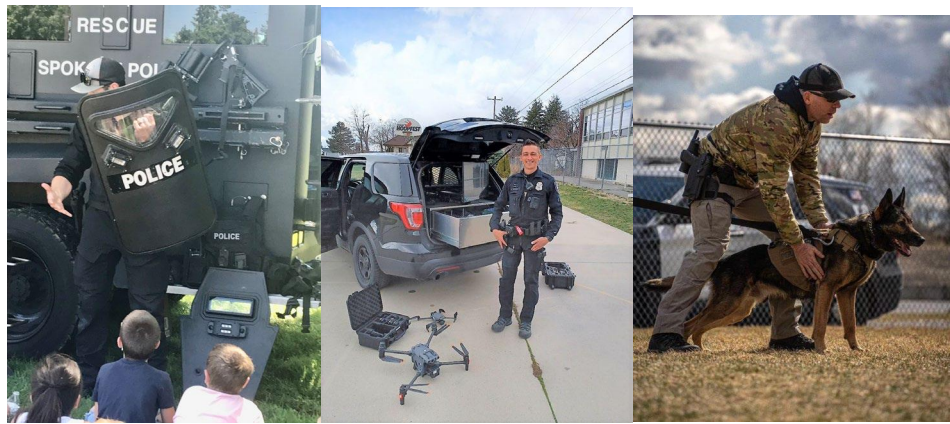
SPD provides hands-on training at the Academy, introducing people to police procedures, defensive tactics, the SWAT team, Drone Unit, and the K9 Unit. At right, students try the VirTra simulator, which provides intense, immersive, and realistic simulation solutions for police officers. These simulations prepare officers for real-life incidents by mimicking stressful scenarios like what they might encounter on duty – where officers must make quick, sometimes life-altering decisions and where officers are provided the opportunity to utilize de-escalation skills.

The scenarios unfold based on the user's decisions. Group demonstrations have included a class from Lewis and Clark High School, NEWTech Prep, Youth Leadership Spokane, and Junior League of Spokane.



Specialty Unit Education

SPD's Drone, SWAT, and K9 Units have provided hands-on training for various locations such as the Boys and Girls Club, multiple parks for the Police Activities League program, and schools such as Wilson Elementary, Willard Elementary, and Roosevelt Elementary.



Enhance Community Policing



SPD works with the community to resolve issues and enhance safety. SPD employees regularly meet and collaborate with dozens of organizations to include nonprofit agencies, government agencies, community centers, schools, universities, businesses, churches, Spokane Community Oriented Policing Services (C.O.P.S.), and neighborhood councils. SPD is committed to our community partnerships and ongoing relationships with them.

Increase SPD Volunteer Program

Volunteers are critical to SPD operations and community engagement. In 2023, SPD focused on growing the Volunteer Services Program, ending the year with 99 volunteers (double the amount from 2021). These volunteers contributed 27,742 hours to the department and community. In 2024, SPD will continue to recruit volunteers for all programs. Below, volunteers at Bloomsday, Shop with a Cop, and St. Patrick’s Day Parade.



“Serving our community with Integrity, Professionalism, and Compassion”



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/08/2024**Committee Agenda type:** Information Only**Date Rec'd**

6/26/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

KEVIN SCHMITT 6387

Requisition #**Contact E-Mail**

KSCHMITT@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

MCATHCART PDILLON LNAVARRETE

Agenda Item Name

0680 - UNIFORM OVERTIME REPORT

Agenda Wording

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts.

Summary (Background)

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended June 22nd, 2024. Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			

Distribution List

SPDFinance@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	July 8th, 2024
Submitting Department	Police/Fire
Contact Name	Kevin Schmitt
Contact Email & Phone	kschmitt@spokanecity.org 625-6387
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Monthly Police & Fire Overtime Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Actual overtime costs incurred through the period ended June 22nd, 2024.</p> <p>Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
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?

Uniform OT thru period ended June 22nd

Fund	2024 Current		Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
	Budget	Budget			
Police (General Fund)	7,663,728	3,817,183	3,340,790	476,392	
Public Safety & Judicial Grants	412,985	205,701	41,736	163,965	
Public Safety Personnel Fund	14,000	6,973	49,218	(42,245)	
Police TOTAL	8,090,713	4,029,857	3,431,744	598,113	
 					
Fire/EMS	4,100,000	2,042,146	2,475,387	(433,241)	
Public Safety Personnel Fund	123,600	61,563	89,728	(28,164)	
Fire TOTAL	4,223,600	2,103,709	2,565,114	(461,405)	



JULIE O'BERG
FIRE CHIEF

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE
MONTHLY FIRE DEPARTMENT BRIEF**

Staffing

- Relief pool = 17

OT

- PP 12
 - 19% lower than 2023
 - 11.2% **over** 2024 budget for period
 - Overall trend is gradual increase

Response Metrics

- June
 - 4583 Incidents (-199)
 - 1st Due Performance 68.4% (-0.6%)
 - Total Response Time (TRT) @ 90% = 7:59
 - Turnout Time = 1:51

On-going Initiatives

- Operations/EMS
 - CARES/BRU Expansion Continues
 - Deployment Reorganization
- Training
 - Response to the Interface Training
 - High Rise Operations @ Peyton Building
 - Gold Room – Recruit Class 24-01
 - Live Burn Training
 - Hostile Event Training Planning
- Prevention
 - Continued Wildland Fuels Reduction
- Administration
 - Data Dashboard (WA DOH, SRHD, ...) collaboration continues
 - Continued Budget Planning
 - Nurse Navigation
 - 3 weeks in

SFD Kudos

- Promotions
 - Battalion Chief Bill Grummons
 - Captain Kevin Smith
- Awards
 - Lt Jason Donahue – Distinguished Conduct Award

Public Safety and Community Health Committee

Julie O'Berg, Fire Chief





Staffing Report

- Current Relief Pool = 17



Overtime \$

Status Uniform Overtime

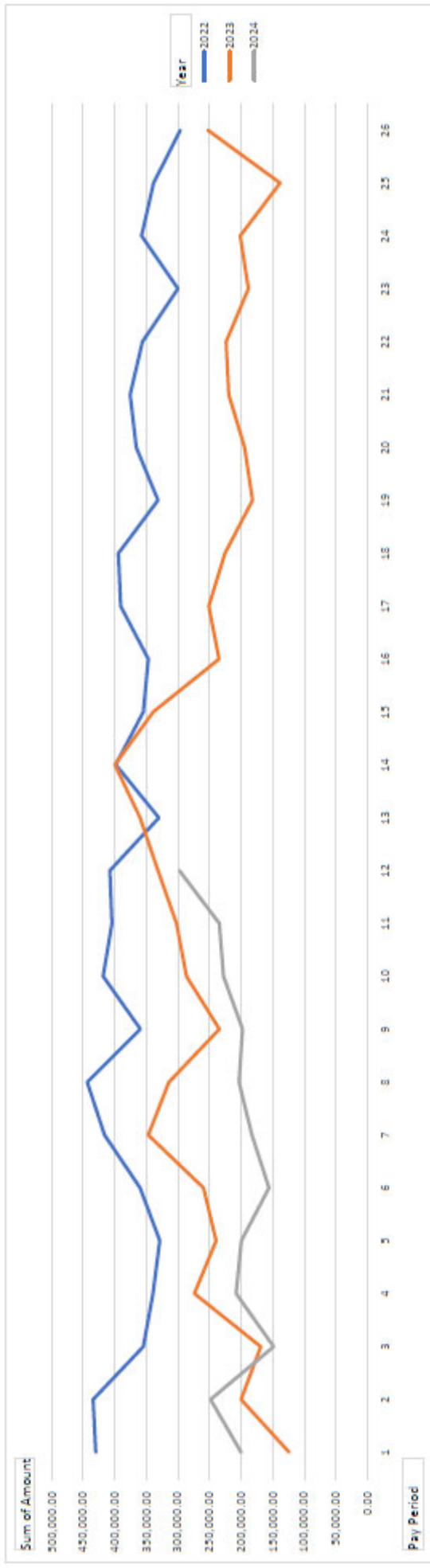


2024 is 19% lower than the same time last year

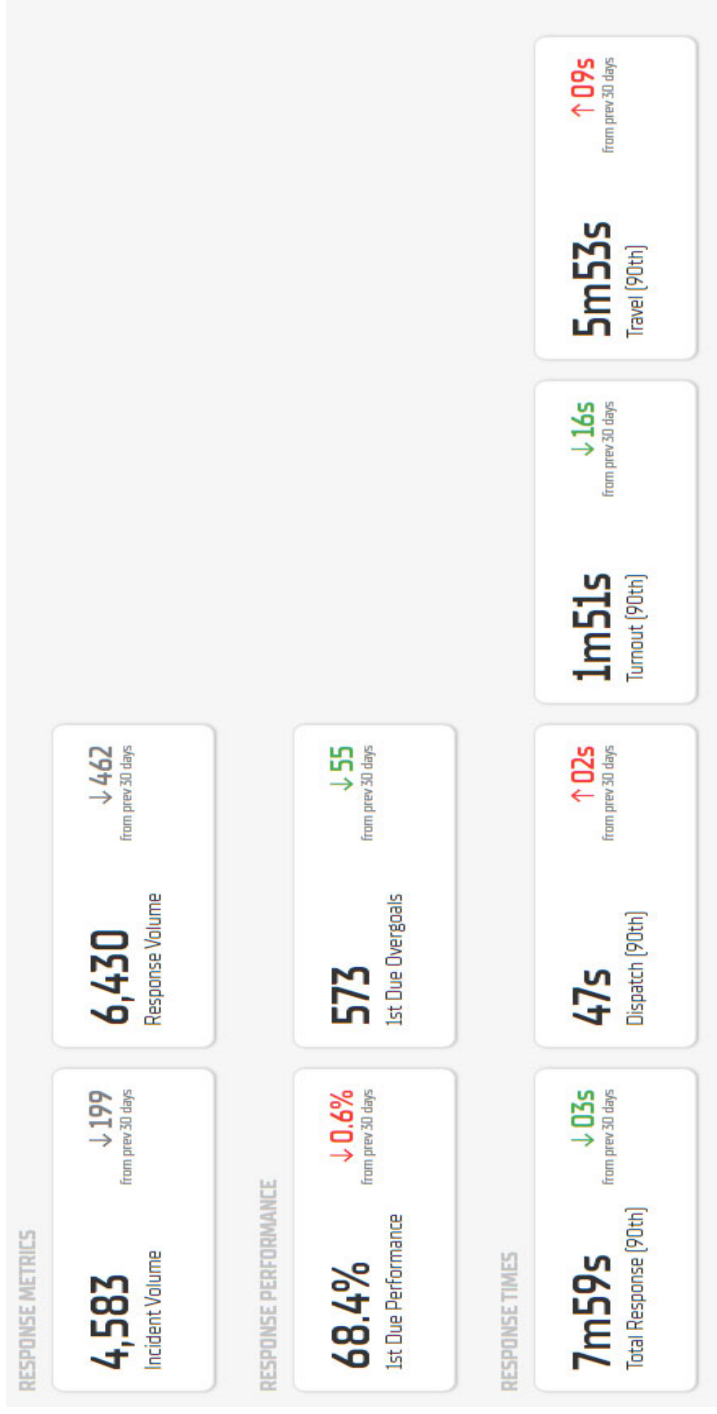
Pay Period 12

End of FLSA period

57.2% Annual OT budget expended (46.0% through budget year) **+11.2%**



June 2024 Response Metrics



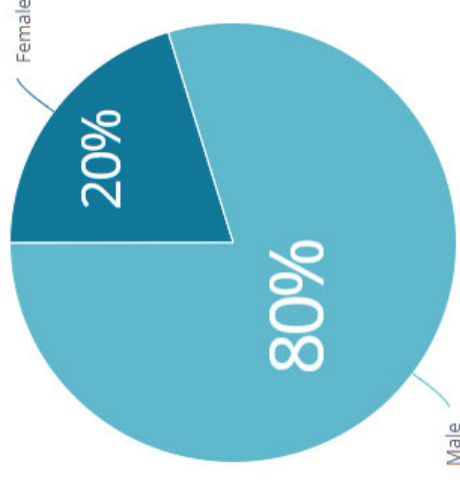
June 2024 Overdose Data



Patients Treated with Narcan
68

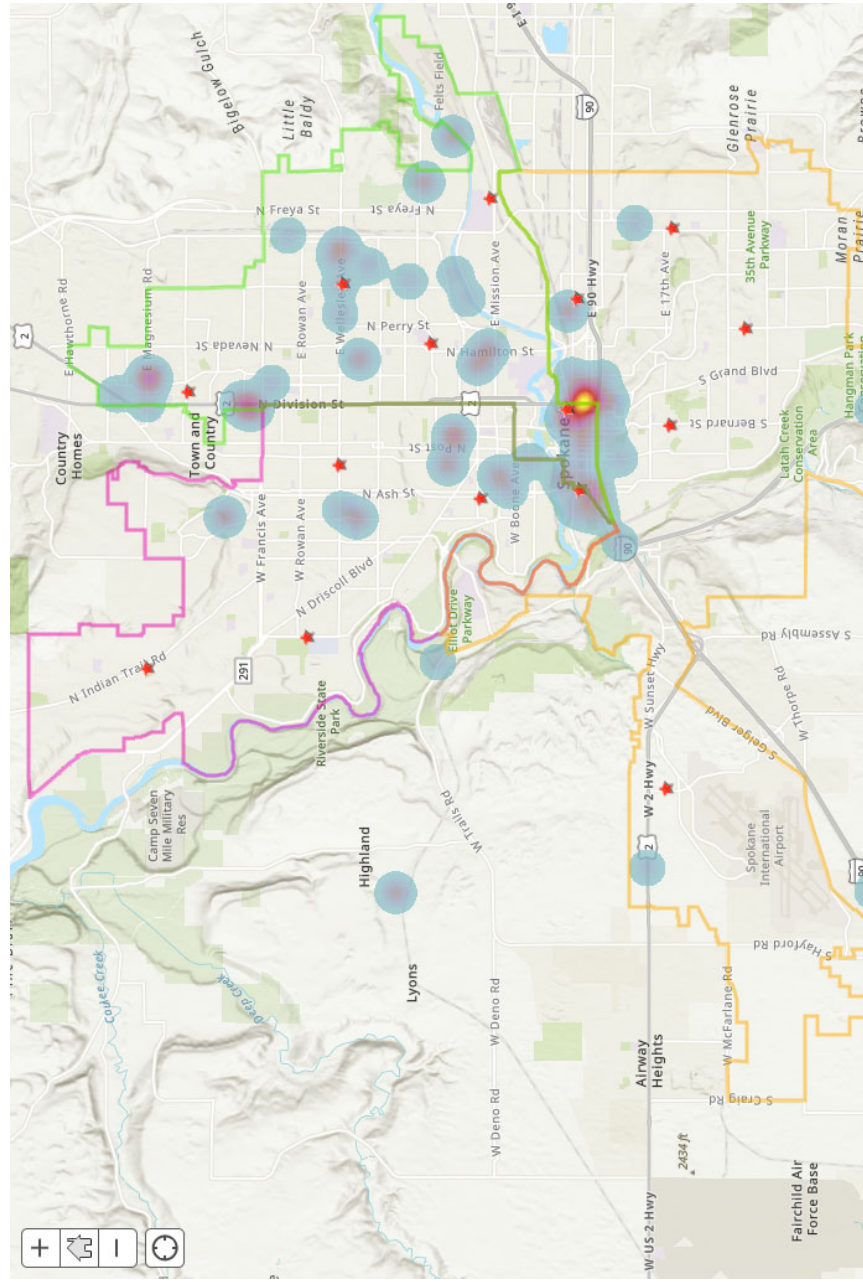
Average Patient Age In Years
41.96

Patients Transported to the ED
45





June 2024 Overdose Heat Map

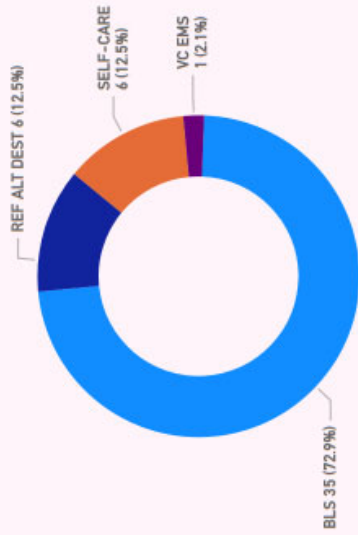


Ongoing Initiatives



- *CARES/BRU Expansion Planning Continues*
 - *Data Dashboarding (WA DOH, SRHD, ODMAP...) Continues*
 - *Nurse Navigation – 3 Weeks In*
 - *On-going Fuels Reduction*
 - *Will be winding down due to season. Will ramp up post wildland season*
 - *Completed RTI (Responding to the Interface) Train the Trainer*
 - *Implementing course job wide. Focus is on structure protection and bump and run operations*
 - *High Rise Operations Training at Peyton Building.*
 - *Unique opportunity for crews to train in the actual high-rise structure*
 - *Gold Room – Recruit Class 24-01*
 - *Operations Deployment reorganization*
-

48 calls were assessed by the GMR Nursing staff. **12 (25.0%)** of the assessed calls resulted in a self-care, mobile urgent care, virtual care or referral to a medical facility.



The average Patient Call Back Score was

5.0

out of a Possible Score of **5.0**



2 scheduled trips were completed. The average time of transport was **00:14:30**.

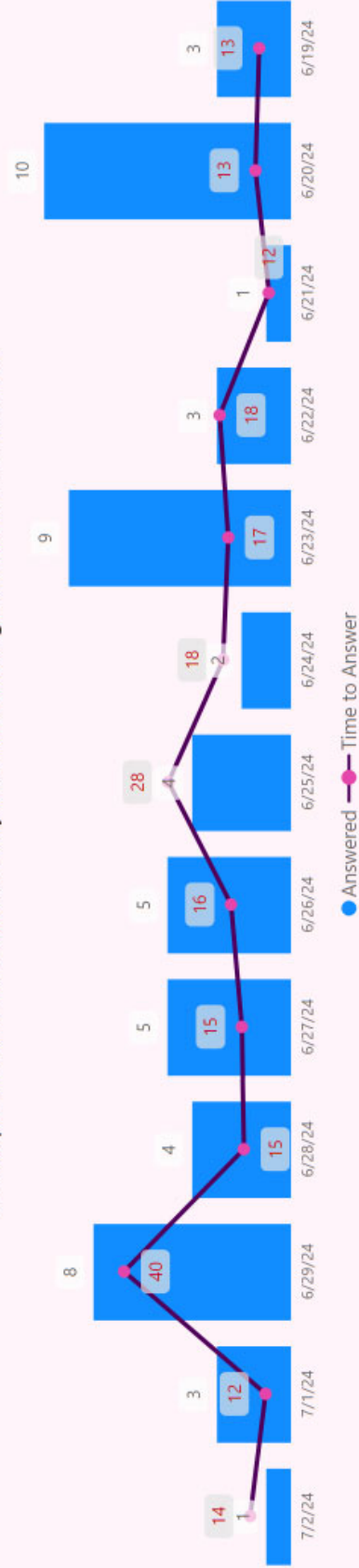


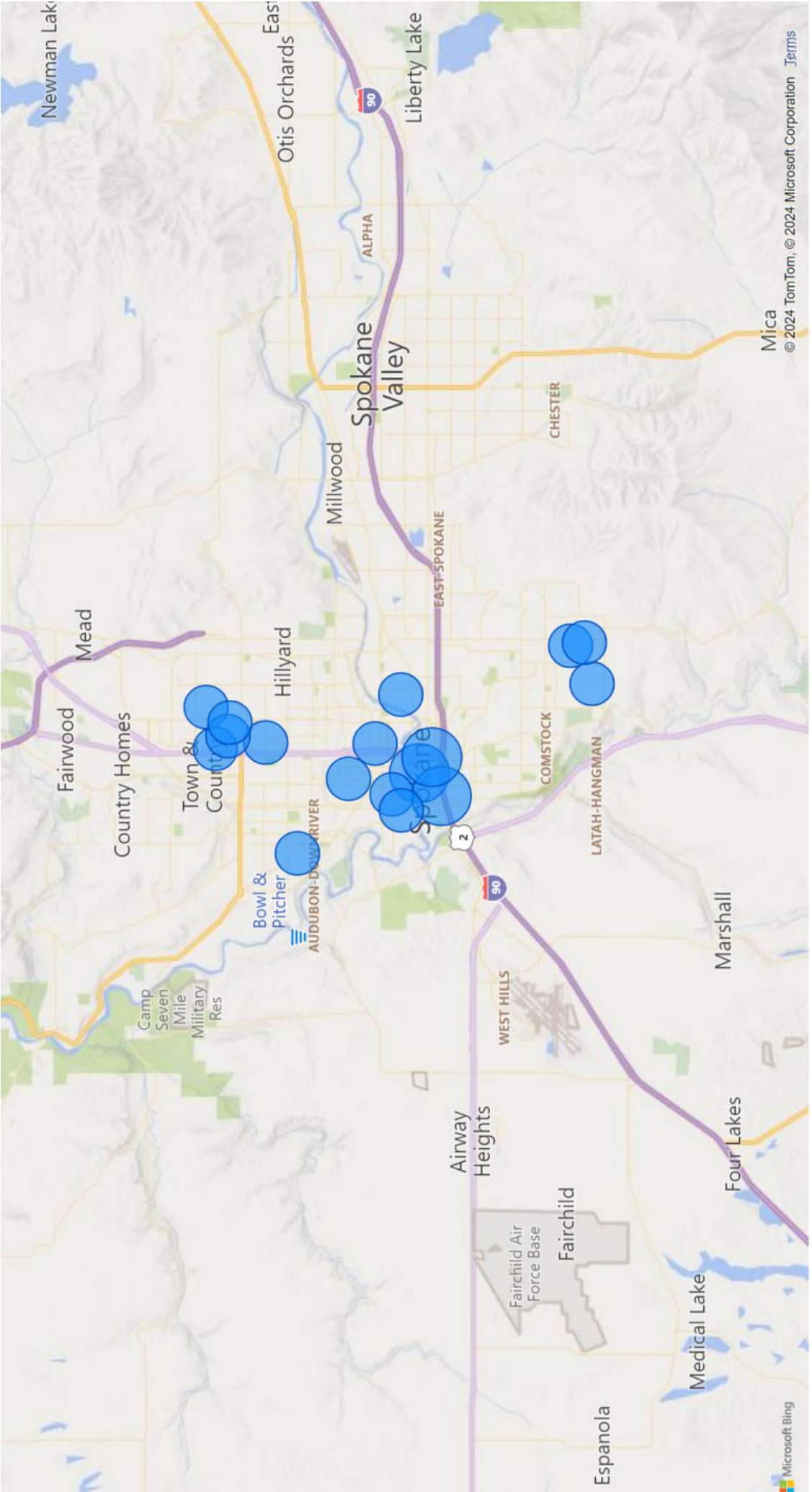
58 telephonic calls were answered by the GMR Nursing staff within **19** seconds

6/19/24

Thru

7/2/24

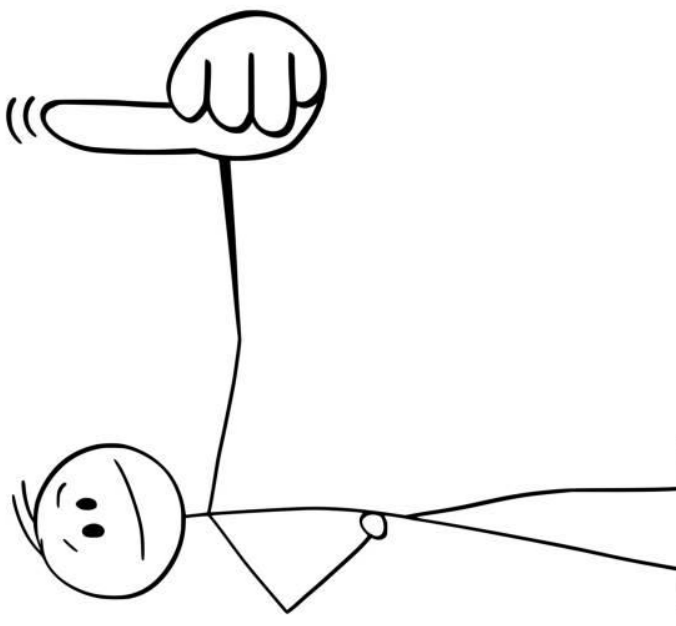




SFD Kudos



- *Promotions*
 - *Battalion Chief Bill Grummons*
 - *Captain Kevin Smith*
 - *Lt Jason Donahue – Distinguished Conduct Award*



Public Safety and Community Health Committee

Julie O'Berg, Fire Chief





Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Discussion

Date Rec'd

7/5/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

GIACOBBE 6715

Requisition #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON PDILLON

Agenda Item Name

0320 - RESOLUTION APPOINTING PRO AND CON COMMITTEES FOR

Agenda Wording

A resolution regarding the appointment of for and against committee members, relating to a proposition for funding enhanced community safety operations though an increase in the sales and use tax rate by one-tenth of one percent (0.1%)

Summary (Background)

A resolution regarding the appointment of for and against committee members, relating to a proposition for funding enhanced community safety operations though an increase in the sales and use tax rate by one-tenth of one percent (0.1%)

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	07/08/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org 6715
Council Sponsor(s)	CP Wilkerson and CM Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Resolution Appointing Pro-Con Committee for Proposition 1
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>A resolution regarding the appointment of for and against committee members, relating to a proposition for funding enhanced community safety operations though an increase in the sales and use tax rate by one-tenth of one percent (0.1%)</p>
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet. • 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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? 	

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

- 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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

RESOLUTION NO. 2024 - _____

A resolution regarding the appointment of for and against committee members relating to a **Proposition No. 1** on the November 5, 2024, special election ballot concerning a proposition for funding enhanced community safety operations through an increase in the sales and use tax rate by one-tenth of one percent (0.1%).

WHEREAS, the City Council approved Resolution No. 2024-00 [redacted] on July 22, 2024, requesting the Spokane County Auditor to hold a special election on November 5, 2024, for the City to submit to the voters a proposition for funding enhanced community safety operations through an increase in the sales and use tax rate by one-tenth of one percent (0.1%); and

WHEREAS, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet; and

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to **Proposition No. 1** as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the August 6, 2024 special election:

Proposition No. 1 For Committee:

- 1.
- 2.
- 3.

Proposition No. 1 Against Committee:

- 1.
- 2.
- 3.

And further resolves that the For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution; and

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet:

Explanatory Statement for City of Spokane Proposition No.

[Insert Explanation]

and

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 6, 2024.

ADOPTED by the City Council _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Discussion

Date Rec'd

7/3/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6585

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0410 - SSP CONTRACT AGREEMENT

Agenda Wording

The City is looking to enter into a Memorandum of Understanding with the Spokane Police Guild.

Summary (Background)

The City is looking to enter into a Memorandum of Understanding with the Spokane Police Guild. The purpose is to offer a voluntary retirement incentive to eligible Guild members as a Salary Savings Plan. Both parties mutually agree to modify the eligibility requirements and limit to one-time 2024 retirement incentives.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ Unknown - Estimates at this time

Current Year Cost \$ Estimated \$Contingent on number of participants.

Subsequent Year(s) Cost \$ Estimated Contingent on number of participants

Narrative

Eligible and approved employees will receive one-time payout of their vacation and sick leave balance according to the rules as outlined in the collective bargaining agreements. Future contribution incentives will be paid and recognized over a 8-year term

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

mboston@spokanecity.org

kschmitt@spokanecity.org

myates@spokanecity.org

lbeattie@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	July 8, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	Dillion, Wilkerson, Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SSP Contract Agreement
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City is looking to enter into a Memorandum of Understanding with the Spokane Police Guild. The purpose is to offer a voluntary retirement incentive to eligible Guild members as a Salary Savings Plan. Both parties mutually agree to modify the eligibility requirements and limit to one-time 2024 retirement incentives.
*use the Fiscal Impact box below for relevant financial information	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>Unknown – Estimates at this time</u></p> <p style="padding-left: 40px;">Current year cost: Estimated \$Contingent on number of participants.</p> <p style="padding-left: 40px;">Subsequent year(s) cost: Estimated Contingent on number of participants.</p> <p>Narrative: <u>Eligible and</u> approved employees will receive one-time payout of their vacation and sick leave balance according to the rules as outlined in the collective bargaining agreements. Future contribution incentives will be paid and recognized over a 8-year term.</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) One time operational payout for retiree benefits, plus ongoing monthly payment in future years.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

AGREEMENT

Whereas, the City of Spokane has adopted a Salary Savings Plan; and,

Whereas, this plan allows employees to apply for City-supplied incentives, in return for which the Employee leaves employment with the City earlier than the Employee had planned, thus saving the City money; and,

Whereas, the City Council has authorized the expenditure of funds for this Salary Savings Plan; and,

Whereas, Employee has voluntarily agreed to the terms of the plan and has voluntarily agreed to leave employment with the City of Spokane,

Now, therefore, the parties agree as follows:

1. **Employee** (Employee) agrees to voluntarily leave employment with the City of Spokane (City) on _____ (date of retirement must be on or before September 1, 2024 for first incentive retirees, and on or before December 1, 2024 for second incentive retirees).

2. The City agrees to provide a retirement incentive in the amount of **Amount** (\$1000/month for eight (8) years (96 months) for first incentive retirees, and \$800/month for eight (8) years (96 months) for second incentive retirees). The monthly payment will be paid into a HRA in the member's name.

3. The monthly payment will be paid into a HRA in the member's name. Members will have access to reimbursement from the initial monthly HRA contribution for eligible expenses incurred on or after the first day of the month following separation. Members will have access to reimbursement from subsequent monthly contributions for eligible expenses incurred on or after the first day of each subsequent month.

4. HRA monies may be spent to pay for any allowable expense under the terms of the HRA plan documents. Allowable expenses shall include medical premiums.

5. Eligibility for COBRA and retiree plan participation will be consistent with Employee's union's collective bargaining agreement and with federal regulations governing COBRA.

6. Employee acknowledges and agrees that Employee's name will not be placed on the City's layoff registers and that Employee is not eligible for rehire as a regular, full-time employee, unless a specific exemption is granted by the Mayor.

7. Employee acknowledges and agrees that Employee is not receiving L&I, long term disability through the Spokane Police Guild (or Captains and Lieutenants Association), and is not on medical layoff/retirement. Employee further acknowledges and agrees that incentive payments will cease if at any time during the payment term Employee begins receiving L&I, long term disability through the Spokane Police Guild (or Captains and Lieutenants Association).

8. Employee acknowledges and agrees that this is a voluntary termination of employment, and Employee is not entitled to and will not apply for unemployment benefits.

DATED this _____ day of _____ 20__.

Employee

Garrett Jones
Interim City Administrator

Terri Pfister
City Clerk

Approved as to form:

Michael J. Piccolo
City Attorney

MEMORANDUM OF UNDERSTANDING

RE: SPOKANE POLICE GUILD SALARY SAVINGS PLAN ELIGIBILITY

The City of Spokane and the Spokane Police Guild have agreed to offer a voluntary retirement incentive to eligible Guild members. The parties mutually agree to modify the eligibility requirements and limits to the following for 2024 retirements on a one-time, non-precedent setting basis:

Number eligible between both incentives: 20	Minimum Age	Age + Years of Service	Monthly Payment	Duration	Deadline to Apply	Deadline to Retire
First Incentive	53	70	\$1000	8 years	August 1, 2024	September 1, 2024
Second Incentive	53	70	\$800	8 years	September 31, 2024	December 1, 2024

All other terms of the plan remain as expressed in Article 28 of the 2023-2026 Collective Bargaining Agreement between the City of Spokane and the Spokane Police Guild. As previously notified, the City is exercising its right to cancel this program following the 2024 retirements. Accordingly, this MOU shall expire of its own accord, independent of the Parties' collective bargaining agreement on December 31, 2024.

AGREED and SIGNED this ____ day of July, 2024.

For the City:

For the Police Guild:

Michael C. Ormsby, Interim HR Director

David Dunkin, President

Justin Lundgren, Interim Chief of Police

MEMORANDUM OF UNDERSTANDING

**RE: SPOKANE POLICE LIEUTENANTS & CAPTAINS ASSOCIATION
SALARY SAVINGS PLAN ELIGIBILITY**

The City of Spokane and the Spokane Police Lieutenants & Captains Association have agreed to offer a voluntary retirement incentive to eligible Association members. The parties mutually agree to modify the eligibility requirements and limits to the following for 2024 retirements on a one-time, non-precedent setting basis:

Number eligible between both incentives:	Minimum Age	Age + Years of Service	Monthly Payment	Duration	Deadline to Apply	Deadline to Retire
5						
First Incentive	53	70	\$1000	8 years	August 1, 2024	September 1, 2024
Second Incentive	53	70	\$800	8 years	September 31, 2024	December 1, 2024

All other terms of the plan remain as expressed in Article 24 of the 2023-2026 Collective Bargaining Agreement between the City of Spokane and the Spokane Police Lieutenants & Captains Association. As previously notified, the City is exercising its right to cancel this program following the 2024 retirements. Accordingly, this MOU shall expire on its own accord, independent of the Parties' collective bargaining agreement on December 31, 2024.

AGREED and SIGNED this ____ day of July, 2024.

For the City:

For the Association:

Michael C. Ormsby, Interim HR Director

Steve Wohl, President

Justin Lundgren, Interim Chief of Police



APPLICATION FOR SPOKANE POLICE GUILD SALARY SAVINGS PLAN

NAME: _____ POSITION: _____
PLEASE PRINT

DATE OF APPLICATION: _____

EXPECTED DATE OF RETIREMENT: _____

NOTE: *By applying for this program, you are certifying that you have read and that you understand the following rules and eligibility requirements under which the incentive is provided and that you are committing to accept the incentive and retire from the City if your application is approved.*

RULES AND ELIGIBILITY REQUIREMENTS:

1. This is a voluntary incentive offered to eligible LEOFF II employees in the Spokane Police Guild. Employees must meet all eligibility requirements to be approved for the retirement incentive, and the City retains the ability to make final eligibility decisions.
2. To be eligible for the program, employees must be at least 53 years of age and have age + years of service totaling at least 70.
3. This voluntary retirement incentive does not include a direct cash payment. Instead, it consists of a monthly payment made into approved retirees' HRA accounts, as follows: first incentive retirees receive \$1000/month for eight (8) years and second incentive retirees receive \$800/month for eight (8) years. These payments will be subject to all rules and laws applicable to the retirees' HRA accounts.
4. Employees must submit a timely application to be eligible for a retirement incentive. Each application will be reviewed by the Police Chief and Human Resources to confirm that all eligibility criteria are met.
5. An employee applying for the voluntary retirement incentive must be eligible to retire under the applicable LEOFF plan and must not have already filed for retirement prior to the announcement of the incentive.
6. 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 receiving the incentive. If at any time during the incentive payment term a recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.
7. Employees approved for the retirement incentive will not be placed on the City's layoff registers and are not eligible for rehire as a regular, benefited, permanent employee.
8. Employees approved for the retirement incentive agree not to file for unemployment benefits due to separation of employment from the City.
9. The incentives are limited to the 20 eligible applicants who are highest on the seniority list. To be eligible for the incentive, employees must submit their applications so they are

received in Human Resources as directed below no later than: (1) **August 1, 2024** for the first incentive with retirement, or (2) **September 31, 2024** for the second incentive. Employees who are approved for the first incentive must be separated from the City **on or before September 1, 2024**; employees who are approved for the second incentive must be separated **on or before December 1, 2024**.

10. Employees approved for the incentive will be connected with the Retirement Department to address any retirement-related questions.
11. 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 any future year.

I hereby certify that I have read, understand, and agree to the above rules and eligibility requirements.

Applicant Signature _____

**SEND COMPLETED FORM TO HUMAN RESOURCES VIA EMAIL:
mormsby@spokanecity.org**

For information, call (509) 625-6363 or visit Fourth Floor, City Hall

**Applications for the first incentive must be received in HR by August 1.
Applications for the second incentive must be received in HR by September 31.**

**** FOR OFFICE USE ONLY ****

MEETS ELIGIBILITY CRITERIA:

Police Chief Review: YES NO Signature: _____

Human Resources Review: YES NO Signature: _____



APPLICATION FOR SPOKANE POLICE LIEUTENANTS & CAPTAINS ASSOCIATION SALARY SAVINGS PLAN

NAME: _____ POSITION: _____
PLEASE PRINT

DATE OF APPLICATION: _____

EXPECTED DATE OF RETIREMENT: _____

NOTE: *By applying for this program, you are certifying that you have read and that you understand the following rules and eligibility requirements under which the incentive is provided and that you are committing to accept the incentive and retire from the City if your application is approved.*

RULES AND ELIGIBILITY REQUIREMENTS:

1. This is a voluntary incentive offered to eligible LEOFF II employees in the Spokane Police Guild. Employees must meet all eligibility requirements to be approved for the retirement incentive, and the City retains the ability to make final eligibility decisions.
2. To be eligible for the program, employees must be at least 53 years of age and have age + years of service totaling at least 70.
3. This voluntary retirement incentive does not include a direct cash payment. Instead, it consists of a monthly payment made into approved retirees' HRA accounts, as follows: first incentive retirees receive \$1000/month for eight (8) years and second incentive retirees receive \$800/month for eight (8) years. These payments will be subject to all rules and laws applicable to the retirees' HRA accounts.
4. Employees must submit a timely application to be eligible for a retirement incentive. Each application will be reviewed by the Police Chief and Human Resources to confirm that all eligibility criteria are met.
5. An employee applying for the voluntary retirement incentive must be eligible to retire under the applicable LEOFF plan and must not have already filed for retirement prior to the announcement of the incentive.
6. 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 receiving the incentive. If at any time during the incentive payment term a recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.
7. Employees approved for the retirement incentive will not be placed on the City's layoff registers and are not eligible for rehiring as a regular, benefited, permanent employee.
8. Employees approved for the retirement incentive agree not to file for unemployment benefits due to separation of employment from the City.

9. The incentives are limited to the five (5) eligible applicants who are highest on the seniority list. To be eligible for the incentive, employees must submit their applications so they are **received** in Human Resources as directed below no later than: (1) **August 1, 2024** for the first incentive, or (2) **September 31, 2024** for the second incentive. Employees who are approved for the first incentive must be separated from the City **on or before September 1, 2024**; employees who are approved for the second incentive must be separated **on or before December 1, 2024**.
10. Employees approved for the incentive will be connected with the Retirement Department to address any retirement-related questions.
11. 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 any future year.

I hereby certify that I have read, understand, and agree to the above rules and eligibility requirements.

Applicant Signature _____

SEND COMPLETED FORM TO HUMAN RESOURCES VIA EMAIL:
mormsby@spokanecity.org

For information, call (509) 625-6363 or visit Fourth Floor, City Hall

**Applications for the first incentive must be received in HR by August 1.
Applications for the second incentive must be received in HR by September 31.**

**** FOR OFFICE USE ONLY ****

MEETS ELIGIBILITY CRITERIA:

Police Chief Review: YES NO Signature: _____

Human Resources Review: YES NO Signature: _____



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Discussion

Date Rec'd

7/2/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CM BINGLE 6719

Requisition #

Contact E-Mail

JBINGLE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE

Agenda Item Name

0320 - RESOLUTION REGARDING ENFORCEMENT OF UNLAWFUL CAMPING

Agenda Wording

A Resolution of the City of Spokane, Washington, urging the enforcement of the City's ordinances prohibiting unlawful camping and occupation in public areas following the recent U.S. Supreme Court decision on Grants Pass v. Johnson.

Summary (Background)

on June 26, 2024, the Supreme Court of the United States issued its ruling in City of Grants Pass v. Johnson, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people. The effect of the Grants Pass holding is to remove the legal impediment previously imposed by the Martin v Boise precedent, thereby allowing the full and effective enforcement of SMC.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

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\$

#

\$

#

Committee Briefing Paper

Urban Experience Committee

Committee Date	July 8, 2024
Submitting Department	City Council
Contact Name	Councilman Jonathan Bingle or Candi Davis
Contact Email & Phone	jbingle@spokanecity.org ; cldavis@spokanecity.org
Council Sponsor(s)	Councilman Jonathan Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	A Resolution urging the enforcement of the City’s ordinances prohibiting unlawful camping and occupation in public areas following the recent U.S. Supreme Court decision on Grants Pass v. Johnson.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The 2018 decision by the U.S. Court of Appeals for the Ninth Circuit, <i>Martin v. City of Boise</i>, previously limited the City’s ability to fully enforce local laws regulating camping on public lands and rights-of-way and the unlawful occupation of sidewalks and pedestrian avenues, unless adequate low-barrier shelter space was available; placing undue pressure on the City’s public spaces and resources and further endangering the general welfare of both housed and unhoused citizens.</p> <p>The central holding in <i>Martin v Boise</i> was that local ordinances prohibiting camping in public areas criminalized homelessness, in violation of the 8th Amendment to the U.S. Constitution.</p> <p>However, on June 26, 2024, the Supreme Court of the United States issued its ruling in <i>City of Grants Pass v. Johnson</i>, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people.</p> <p>The effect of the <i>Grants Pass</i> holding is to remove the legal impediment previously imposed by the <i>Martin v Boise</i> precedent, thereby allowing the full and effective enforcement of SMC 12.02.1010 and SMC 10.60.020, and the opportunity to create a much clearer legal framework for enforcing anti-camping and sit-and-lie ordinances, potentially allowing municipalities greater authority in managing public spaces.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost:	

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

The impact should be neutral if the enforcement and implementation is consistently applied. More information on the representation of historically excluded communities in the local homelessness population in order to say more about the impact.

- 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?

Historically, Council has requested that Sit and Lie enforcement data be included in the Public Safety Committee Agendas. CMIS/HMIS data is collected and analyzed by CHHS. And specifically in this resolution a request for monitoring and evaluation has been made, “The City Council requests the Mayor direct relevant city departments to establish a monitoring and evaluation system to assess the impact of enforcement on public safety, health, and the well-being of individuals experiencing homelessness. Consistent with current ordinances requiring regular reporting of resources and performance measures relating to homelessness prevention programs, the City Council requests the Mayor direct relevant city departments to provide the City Council and the public with regular reports on enforcement actions, shelter capacity, and service utilization shall be submitted to the City Council for review.”

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

This resolution specifically requests monitoring and evaluation to be performed, “The City Council requests the Mayor direct relevant city departments to establish a monitoring and evaluation system to assess the impact of enforcement on public safety, health, and the well-being of individuals experiencing homelessness. Consistent with current ordinances requiring regular reporting of resources and performance measures relating to homelessness prevention programs, the City Council requests the Mayor direct relevant city departments to provide the City Council and the public with regular reports on enforcement actions, shelter capacity, and service utilization shall be submitted to the City Council for review.”

- 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?

This resolution aligns with SMC 12.02.1010; SMC 10.60.020; RES 2023-0075

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

RESOLUTION NO. 2024-_____

A Resolution of the City of Spokane, Washington, urging the enforcement of the City's ordinances prohibiting unlawful camping and occupation in public areas following the recent U.S. Supreme Court decision on *Grants Pass v. Johnson*.

WHEREAS, the City of Spokane is dedicated to the well-being, safety, and security of its residents, visitors, and businesses; and

WHEREAS, public health, safety, and community welfare are jeopardized by unauthorized encampments on public property, leading to unsanitary conditions, fire hazards, and increased crime; and

WHEREAS, the safety and well-being Spokane citizens, including both housed and unhoused individuals, as well as the viability of local businesses, are threatened by the continued unlawful occupation and use of public sidewalks and adjacent building entrances and parking areas; and

WHEREAS, the Spokane Municipal Code section 12.02.1005 regulates camping parking on public lands and rights-of-way, and Spokane Municipal Code 10.60.020, the so-called "sit-and-lie" ordinance, regulates the unlawful occupation of sidewalks and pedestrian avenues, all to promote the safe and responsible use of public spaces; and

WHEREAS, the 2018 decision by the U.S. Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, previously limited the City's ability to fully enforce these local laws unless adequate low-barrier shelter space was available; placing undue pressure on the city's public spaces and resources and further endangering the general welfare of both housed and unhoused citizens; and

WHEREAS, the central holding in *Martin v Boise* was that local ordinances prohibiting camping in public areas criminalized homelessness, in violation of the 8th Amendment to the U.S. Constitution; and

WHEREAS, on August 28, 2023, the City Council adopted Resolution 2023-0075, setting for the Council's expectations for, and support in principle of, the establishment of a regional homeless authority to better marshal local private and public resources available to alleviate persistent homelessness in the Spokane region; and

WHEREAS, since the holding in *Martin v. Boise*, Spokane voters overwhelmingly approved Proposition 1 in 2023, demonstrating broad public support for the expansion and enforcement of local laws prohibiting unauthorized camping and sit-and-lie violations; and

WHEREAS, on June 26, 2024, the Supreme Court of the United States issued its ruling in *City of Grants Pass v. Johnson*, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people ; and

WHEREAS, the effect of the *Grants Pass* holding is to remove the legal impediment to full and effective enforcement of SMC 12.02.1010 and SMC 10.60.020, and to create a much clearer legal framework for enforcing anti-camping and sit-and-lie ordinances, potentially allowing municipalities greater authority in managing public spaces; and

WHEREAS, the City of Spokane remains committed to finding compassionate and effective solutions to homelessness, evidenced by substantial investments in shelter facilities, social services, and affordable housing initiatives;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that, in light of the holding in *Grants Pass v Johnson*, the City should approach the problem of homelessness, illegal camping, and unlawful occupation of property with renewed vigor, and consistent with the following principles:

1. Enforcement of Existing Laws:

- The City Council requests the Mayor direct the Spokane Police Department, the Department of Code Enforcement and Parking, and other relevant city agencies to fully enforce the City’s camping and sit-and-lie ordinances consistent with the new legal standard set forth in *Johnson v. Grants Pass*.
- The City Council requests the Mayor direct that such enforcement be conducted in a manner that prioritizes public safety while maintaining respect for individuals experiencing homelessness.

2. Coordination with Shelters and Services:

- Consistent with policies enacted by the City Council and appropriations made available for such purposes, the City Council requests the Mayor direct city agencies to continue to collaborate with local nonprofits, religious organizations, and social service agencies to coordinate homelessness services.

3. Public Education and Outreach:

- The City Council requests the Mayor direct the development and implementation of a public education campaign to inform residents, businesses, and visitors of the effect of the decision *Grants Pass v. Johnson* and the City’s approach to enforcement under the new legal framework.

- The City Council requests the Mayor continue to direct the creation and further deployment of outreach teams to connect individuals in encampments with available services and shelter options.

4. Monitoring and Evaluation:

- The City Council requests the Mayor direct relevant city departments to establish a monitoring and evaluation system to assess the impact of enforcement on public safety, health, and the well-being of individuals experiencing homelessness.
- Consistent with current ordinances requiring regular reporting of resources and performance measures relating to homelessness prevention programs, the City Council requests the Mayor direct relevant city departments to provide the City Council and the public with regular reports on enforcement actions, shelter capacity, and service utilization shall be submitted to the City Council for review.

5. Advocacy for Regional Homelessness Authority:

- Consistent with Resolution 2023-0075, the City Council requests the Mayor further pursue the creation of a regional homelessness authority to better coordinate programs and responses to address homelessness, mental health services, and affordable housing.
- The City Council urges other municipalities in Spokane County and nearby counties to similarly adopt a regional approach to homelessness prevention, creating a regional, unified response to these challenges.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

ORDINANCE NO _____

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Public Safety and 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 and Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$150,000.
 - A) Of the increased revenue, \$150,000 is provided by the Washington Auto Theft Prevention Authority (WATPA) through their Auto Theft Grant Program.
- 2) Increase appropriation by \$150,000.
 - A) Of the increased appropriation, \$125,000 is to be provided solely for equipment.
 - B) Of the increased appropriation, \$25,000 is to be provided solely for contractual services.

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 accept grant funding from WATPA for the expansion of license plate reader technology, 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 by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	July 8 th , 2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org 509-370-8534
Council Sponsor(s)	Councilmembers Dillion and Cathcart, Council President Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – WATPA Grant Award
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The Spokane Police Department has been awarded \$150,000 from the Washington Auto Theft Prevention Authority (WATPA) to be used to procure automated license plate readers as well as public outreach campaigns.</p> <p>The grant period is June 1, 2024 through June 30, 2025.</p> <p>Police are requesting approval of grant acceptance along with a special budget ordinance to recognize revenues and expenditures.</p> <p>The projects funded with the WATPA grant are:</p> <ol style="list-style-type: none"> 1.) Public Outreach: In partnership with law enforcement agencies throughout Spokane County (including Spokane County Sheriff’s Office, Airway Heights Police Department, Liberty Lake Police Department, etc...) we will design a public information campaign to include presentations at community events (ex: Spokane County Fair, Hoopfest, etc...), educational videos for social media and traditional news outlets, and mailings that can be distributed with vehicle tabs and/or utility bills. <ol style="list-style-type: none"> a. Budget Requested: \$25,000 2.) Automated License Plate Readers (ALPR): Spokane Police Department will migrate from our current ALPR vendor to Flock for fixed camera locations and Axon Fleet 3 for in-car cameras. Flock cameras will be installed at high traffic locations throughout the City of Spokane with a focus on the investigative value of each location (for vehicle theft, missing persons, and violent crime). SPD will align our ALPR policy with WATPA’s model policy. In-car cameras will be installed with our parking enforcement team as a pilot. Our parking enforcement team routinely travel throughout the City of Spokane to handle tows of abandoned vehicles. The nature of their work makes them ideal for this pilot program. <ol style="list-style-type: none"> a. Budget Requested: \$125,000 <p>NOTE: An additional briefing to Council will be scheduled for the ALPR implementation after camera locations are selected. This funding will allow the City to install 24 fixed location cameras and acquire 6 movable cameras.</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$150,000

Current year cost: \$150,000

Subsequent year(s) cost: Dependent on success of the pilot project and available funding.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc?

We can potentially apply for future WATPA funding (released annually).

Expense Occurrence One-time Recurring N/A

There is potential for recurring expense dependent on availability of funding and success of this pilot program. We would like to discuss the use of traffic calming funding in the future.

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

No other budget impacts.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?

Net zero impact to SPD Grant Fund.

- What operational changes will occur because of this adjustment?

This funding will improve operations at the department in multiple ways:

- SPD will be able to locate stolen vehicles more quickly.
- SPD will be able to more quickly locate missing persons including vehicles identified in Amber Alerts, Silver Alerts, and Indigenous Alerts.
- SPD will have license plate data available to solve violent crimes.
- SPD will work with our partner agencies to develop a centralized website to post crime prevention tips to the greater Spokane community.

- What are the potential risks or consequences of not approving the budget adjustment?

SPD will not be able to procure equipment and will not be able to conduct public outreach utilizing mailings/presentations at community events.

- 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?

This funding and related projects will fully comply with SMC Chapter 18.04.

What current racial and other inequities might this special budget ordinance address?

Development of the public information campaign utilizing multiple in person and online communication methods will ensure we reach a wide audience and mitigate inequities.

The ALPR cameras and resulting data will be utilized to help victims from all backgrounds and finding missing persons of all demographics. In the future ALPR purchase and camera location briefing paper, SPD will fully describe how this project will manage data responsibly to safeguard privacy and ensure all Spokane residents are treated equitably.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Discussion

Date Rec'd

6/13/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

COMMUNITY JUSTICE SERVICES

Bid #

Contact Name/Phone

MICHAEL 509-622-5806

Requisition #

MASTER

Contact E-Mail

MDIAMOND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0690-DRUG AND ALCOHOL TESTING CONTRACT

Agenda Wording

To establish a new drug and alcohol testing contract with Absolute Drug Testing, LLC.

Summary (Background)

Municipal Court has contracted for Drug and Alcohol Testing (urinalysis and mouth swabs) with Absolute Drug Testing, LLC. since 2018 and the current contract ends June 30,2024. The City and Court opened RFP6102-24 for Drug and Alcohol Testing and, upon completion of the RFP process, has moved to establish a new contract with Absolute Drug Testing with an anticipated start date of July 1, 2024.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 250,000

Current Year Cost \$ 42,358

Subsequent Year(s) Cost \$ 66,220

Narrative

Funding for drug and alcohol testing comes from grants including Administrative Office of the Courts, Washington Traffic Safety Commission, and City funds including: 0690-16100-23300-54101-99999; 1360-91220-12510-54101-99999; 1360-91217-12510-54101-99999.

Amount

Budget Account

Expense \$ \$250,000

Various

Neutral \$

#

Neutral \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DIAMOND, MICHAEL
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

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dtyurin@spokanecity.org	shenry@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	July 8, 2024
Submitting Department	Community Justice Services
Contact Name	Michael Diamond
Contact Email & Phone	mdiamond@spokanecity.org 622-5806
Council Sponsor(s)	CM Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	Drug and Alcohol Testing Contract
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Municipal Court has contracted for Alcohol and Drug Testing (urinalysis and mouth swabs) with Absolute Drug Testing since 2018 and is currently under a Minor Contract ending June 30, 2024. The City and Court opened RFP 6102-24 for Alcohol and Drug Testing and upon completion of the RFP process has moved to establish a new contract with Absolute Drug Testing with an anticipated start date of July 1, 2024. The alcohol and drug testing will be provided for individuals engaged either pre-or-post disposition including Court, Therapeutic Court Programs or Community Justice Services. Drug and alcohol testing is a component of evidence-based practices in Therapeutic Courts and in Community Supervision and aligns with current Court and Community Justice Services programs and services.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>Not to exceed \$250,000 per annum</u>	
Current year cost: \$42,358	
Subsequent year(s) cost: \$66,220 (2023)	
Narrative: <u>Funding for drug and alcohol testing comes general fund and from grants including Administrative Office of the Courts, Washington Traffic Safety Commission, and City funds including: 0690-16100-23300-54101-99999; 1360-91220-12510-54101-99999; 1360-91217-12510-54101-99999; and 0560-13100-12510-54101-99999 budget codes.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Grant	
Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • Drug and alcohol testing is a primary condition and requirement of Court process including pretrial release conditions, probation conditions, and/or therapeutic court conditions. Drug and alcohol testing is a component of evidence best practices for community supervision and in association of the National Association of Drug Court Professionals (now ALLRISE). 	

- Inclusion of drug and alcohol testing aligns with behavior modification techniques and case management to hold defendants accountable and responsible through the behavior change process and prior to, during, and upon completion of substance use treatment. The inclusion of drug and alcohol testing promotes community safety and aides in the reduction of recidivism.

Council Subcommittee Review

- To be reviewed at Public Safety & Community Health Committee for advancement to Legislative On July 22, 2024.



City of Spokane
MASTER PERSONAL SERVICES AGREEMENT
Title: DRUG AND ALCOHOL TESTING SERVICES FOR MUNICIPAL COURT

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ABSOLUTE DRUG TESTING, LLC**, whose address is 5433 North Government Way, Suite B, Coeur d’Alene, Idaho 83815, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Drug and Alcohol Testing Service for Municipal Court, in accordance with RFP 6102-24 issued by the City, including all subsequent addendums and questionnaire, and the Company’s Proposal dated May 13, 2024, which is attached as Exhibit B. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2024, and shall run through June 30, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed four (4) additional one (1) year contract periods.

3. COMPENSATION / PAYMENT.

The City shall pay Company for services under this Agreement in accordance with Exhibits A and B to Company’s Proposal not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, 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 1 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 Company shall submit its applications for payment to Municipal Court, Administration Office, West 1100 Mallon Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company 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 Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

During the period of the Agreement, the Company 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 Company's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. 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.

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company 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 Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company 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 Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

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

ABSOLUTE DRUG TESTING, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
 - Exhibit B – Company’s Proposal dated May 13, 2024
- 24-105

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor 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/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

SCOPE OF SERVICES

SCOPE OF SERVICES

The scope of services to provide under contract include, but is not limited to the following:

A. Drug and Alcohol testing must adhere to evidence-based practices including, but not limited to, drug and alcohol testing protocols recognized by Washington State RCW, Washington State Administrative Office of the Courts, and AllRise (formerly NADCP), including updates:

1. [AllRise - Adult Treatment Court Best Practice Standards](#)
2. [Washington State RCW 2.30 - Therapeutic Courts](#)
3. [Washington Courts - Therapeutic Courts](#)

B. Drug and alcohol testing must be frequent (defined by A/D referral), random, and observed (same sex) urine analyses (UA) drug and alcohol tests. Gender identity means an individual's internal sense of being male or female, which may be different from an individual's assigned at birth – observed testing shall occur based on a person's sex assigned at birth or pursuant to completed gender reassignment surgery.

C. Testing must be provided at authorized testing facility locations and be maintained in a clean, professional, and welcoming manner.

D. The probability of being tested in the weekend or on holidays must be the same as on any other days. Testing days must be selected by a computerized randomizer and are not to be grouped by therapeutic court participation, court program, and/or probation services.

E. Testing services must be coordinated, and information communicated with the participant's Court, Court Program, or Community Justice Services representative.

F. The Firm is responsible for timely communication with participants during testing and following up with agency contacts after each test regarding relevant statements, behaviors, or observations immediately prior to, during, and after testing.

G. The Firm must examine test specimens for all unauthorized substances that are suspected to be used by participants. Randomly selected specimens are to be tested periodically for a broader range of substances to detect new substances that might be emerging in the drug court population.

H. The Firm is responsible for following all evidence-based practices to reduce the risk of the participant providing an adulterated, tampered, or substitute specimen.

I. When a participant denies substance use in response to a positive screening test, the Firm will send a portion of the same specimen to a Substance Abuse and Mental Health Services Administration (SAMHSA) approved laboratory for confirmation analysis using the instrumented test LC/MS and/or GC/MS. When a participant admits to using the drug or alcohol identified by the screening procedure, they shall make that admission in writing on a court provided form. If there is no admission, confirmation of presumptive positive tests is mandatory. The Firm is responsible to provide confirmation test results with a goal of turnaround within 48 hours of sample collection.

- J. The Firm is responsible for routinely examining and testing specimens for evidence of dilution and adulteration including testing for temperature, creatinine, and specific gravity.
- K. The Firm is required to be trained on and follow generally accepted chain-of-custody procedures when handling test specimens. A chain-of-custody form shall be completed when a urine sample has been collected and is being transported from the testing site. This form ensures the identity and integrity of the sample through transport, testing, and reporting of results.
- L. The Firm and the associated SAMHSA approved lab used for confirmation testing must cooperate if the court determines that scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue. A witness qualified as an expert by knowledge, skill, experience, training, or education will testify in the form of an opinion or otherwise if (1) the testimony is based on sufficient facts or data, (2) the testimony is the product of reliable principles and methods, and (3) the witness has applied the principles and methods reliably to the facts of the case.
- M. The Firm is required to comply with 42 USC § 290dd-2, the federal law that protects the confidentiality of the identity, diagnosis, prognosis, or treatment of any patient records that are maintained in connection with the performance of any federally assisted program or activity relating to substance abuse treatment, as well as 42 CFR, Part 2, the federal law regarding confidentiality of substance use disorder patient records.
- N. The Firm is required to comply with the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that created national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.
- O. The Firm is required to provide expeditious communication with the agency contacts and to make information available to or be available for Staffing and Core Team meetings as requested.
- P. The Firm will participate in interdisciplinary trainings as requested.
- Q. The Firm will accommodate all requested auditing activities at the request of the City of Spokane or Municipal Court to ensure that services are being performed as described in this RFP.
- R. The Firm will provide testing including, but not limited to, the following substances/drug panel screening tests: (It is understood that Firms may have their own customized/created panels).

SPOKANE DRUG AND ALCOHOL TESTING SERVICES FOR MUNICIPAL COURT

7PNL Screen Testing: \$23.40

AMP	Amphetamine Screen	d-Amphetamines
METH	Methamphetamine Screen	Methamphetamine
COC	Cocaine Screen	Benzoyllecgonine
BNZO	Benzodizepines	Oxazepam
FTY	Fentanyl Screen	Norfentanyl
OXY	Oxycodone Screen	Oxycodone
THC	Marijuana Screen	11-nor-THC 9 COOH
OP	Opiates Screen	Morphine

8PNL Screen Testing: \$25.00

AMP	Amphetamine Screen	d-Amphetamines
METH	Methamphetamine	Methamphetamine
COC	Cocaine Screen	Benzoyllecgonine
BENZO	Benzodiazepines	Oxazepam
OP	Opiates Screen	Morphine
OXY	Oxycodone	Oxycodone
FTY	Fentanyl Screen	Norfentanyl
THC	Marijuana Screen	11-nor-THC 9 COOH
ETG	Ethyl Glucuronide Screen	Ethyl Glucuronide

Alcohol & Alcohol Metabolites	Ethanol (EtOH), Ethyl glucuronide (EtG)	Ethyl Sulfate (EtS)	\$17.40
Amphetamines	Amphetamines, Methamphetamines, MDA and MSMA		\$17.40
Bath Salts	Synthetic Cathinones includes confirmation		\$75.00
Benzodiazepines	7-Aminoclonazepam, 7-Aminoflunitrazepam, Alpha-OH-Alprazolam Alprazolam, Alph-OH-Midazolam, Alpha-OH-Triazolam, Deskalkylflurazepam, Lorazepam, Nordiazepam, Oxazepam & Ter		\$17.40
Buprenorphine	Buprenorphine and Norbuprenorphine		\$17.40
Cocaine	Benzoyllecgonine		\$17.40
Ecstasy	MDMA & MDA		\$17.40
Fentanyl	Synthetic Opioid		\$20.00
Kratom	Mitragynine		\$20.00
Marijuana	THC and Marijuana Metabolite		\$17.40
Marijuana, Synthetic (Spice)	AM-2201, JWH-018, JWH-019 JWH-073 and JWH-250 includes confirmation		\$75.00
Methadone	Methadone and Methadone Metabolite		\$17.40
Opiates	Codeine, Morphine, Hydrocodone, Hydromorphone Oxycodone and Oxymorphone		\$17.40
Tramadol (Ultram)	Tramadol and/or Metabolite		\$17.40
Other Miscellaneous	Pentazocine, Propoxyphene, Naluphine, Meperidine, Metabolite Metabolite, Ketamine Metabolite, Butorphanol Metabolite		MARKET PRICING.

Note: Per the RFP ADT did not see any cost requests for confirmation however in the past ADT-			
has provided a 7pnl analyzer screen and included a confirmation for one assay for \$40.00			
ADT	Past Confirmation cost for reference		
	EtG /EIA screen with confirmation		\$30
	Fentynal lab confirm		\$40
	Buprenorphine confirm		\$40
	Kratom Urine Confirmation		\$40
	Ketamine Confirmation		\$40



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: ABSOLUTE DRUG TESTING, LLC

Business name: ABSOLUTE DRUG TESTING LLC.

Entity type: Limited Liability Company

UBI #: 603-276-806

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1710 W MISSION ST
SPOKANE WA 99202

Mailing address: 2797 S MELLICK RD
POST FALLS ID 83854-8701



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Jan-31-2025	Mar-29-2013

Governing People

May include governing people not registered with Secretary of State

Governing people

Title

JETT, CHARLES

Registered Trade Names

Registered trade names	Status	First issued
ABSOLUTE DRUG TESTING LLC.	Active	Mar-29-2013
ABSOLUTE MOBILE DRUG TESTING	Active	Jan-07-2019

The Business Lookup information is updated nightly. Search date and time:
6/18/2024 8:44:42 AM



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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Discussion

Date Rec'd

6/27/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

MAGGIE YATES 6753

Requisition #

Contact E-Mail

MYATES@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

PDILLON

Agenda Item Name

0520 COMMUNITY SAFETY RESOLUTION

Agenda Wording

Community Safety Resolution

Summary (Background)

Community Safety Resolution

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

RESOLUTION No. 2024 - ____

A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF SPOKANE AT AN ELECTION TO BE HELD ON NOVEMBER 5, 2024 OF A PROPOSITION AUTHORIZING AN INCREASE TO THE SALES AND USE TAX IN SPOKANE OF ONE-TENTH OF ONE PERCENT (0.1%) ON THE SELLING PRICE TO FUND ENHANCED COMMUNITY SAFETY; SETTING FORTH THE TEXT OF THE BALLOT PROPOSITION; DIRECTING PROPER CITY OFFICIALS TO TAKE NECESSARY ACTIONS; AND PROVIDING FOR OTHER PROPERLY RELATED MATTERS.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority pursuant to RCW 82.14.450 to enact 1/10 of 1% sales tax to be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, the City Council and the Mayor desire to increase funding for community safety operations by submitting to the voters a proposition to increase the sales tax by 1/10 of 1% as permitted by state law to raise approximately \$6,500,000 for the City per year; and

WHEREAS, the revenue from the 1/10th of 1% sales and use tax will be used for enhanced community safety purposes, including operations and other enhancements for the Spokane Fire Department, Spokane Police Departments, Municipal Court, Office of the Police Ombudsman, and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane as follows:

Section 1. Purpose of Ballot Proposition. The City Council determines it to be in the public interest to fund the following community safety purposes including operations and other enhancements for the Spokane Fire Department, Spokane Police Departments, Municipal Court, Office of the Police Ombudsman, Emergency

Management and safe street initiatives. beginning as soon as practicable but no later than January of 2025.

The amounts collected pursuant to the sales tax increase authorized shall be used solely for criminal justice and public safety purposes, which may include any additional purposes authorized by RCW 82.14.450; provided, however, that at least one-third (1/3) of all money received under this section must be used for criminal justice purposes. The Council reserves the right, in accordance with its biennial budget process, to determine the levels of service to be provided as permitted under applicable state law and within the available revenues collected from this increase. If revenues are sufficient, the Council reserves the right to use such additional funds to contract for, or pay personnel and related costs for recruiting, hiring, training, equipping and employing additional personnel in other capacities authorized by RCW 82.14.450.

Section 2. Calling of Election. It is hereby found that the best interests of the citizens of the City of Spokane require the submission to the qualified electors of Spokane for approval or rejection at the election to be held on November 5, 2024 of a proposition authorizing an additional sales and use tax of one-tenth of one percent (0.1%) on the selling price in the case of a sales tax or the value of the article used in the case of a use tax pursuant RCW 82.14.450(2)(a). Spokane County Elections, as ex officio supervisor of elections in the City, is hereby requested to submit to the qualified electors of Spokane the proposition hereinafter set forth.

Section 3. The following proposition shall be submitted in the following form:

CITY OF SPOKANE

PROPOSITION NO. 1

ADDITIONAL SALES AND USE TAX FOR ENHANCED CRIMINAL JUSTICE AND PUBLIC SAFETY PURPOSES

The Spokane City Council adopted Resolution No. ____ concerning a proposition for funding enhanced community safety operations. If approved, this proposition would increase the sales and use tax rate by one-tenth of one percent (0.1%) to provide ongoing funding for criminal justice and law enforcement purposes permitted under RCW 82.14.450.

SHOULD THIS PROPOSITION BE APPROVED?

YES

NO

Section 4. The Spokane County Audit is hereby requested pursuant to RCW 29A.04.330 to hold a special election on November 5, 2024, in conjunction with

the scheduled general election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection a proposition to increase the sales and uses tax in the City of Spokane of one-tenth of one percent(0.1%) on the selling price to fund enhanced criminal justice and law enforcement purposes pursuant to RCW 82.14.450.

Section 5. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than August 6, 2024.

Section 6. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the other provisions of this resolution.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the proposition as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this ____ day of July 2024.

City Clerk

Approved as to form:

Assistant City Attorney

ORDINANCE NO C _____

A special budget ordinance amending Ordinance C36467, passed by the City Council on November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, on November 27, 2023 and in connection with Ordinance C36427, the City Council adopted Resolution No. 2023-0107, which resolution conditioned the appropriation of \$1,800,000 from the Traffic Calming Measures Fund to the Spokane Police Department ("SPD") on the execution of a "Traffic Calming Budget Funding Agreement" between the City Council and the Spokane Police Department, and which agreement was attached to Resolution No. 2023-0107 as exhibit "A" thereto; and

WHEREAS, Resolution 2023-0107 and the Traffic Calming Budget Funding Agreement required the Spokane Police Department to use the appropriated funds from the Traffic Calming Measures Fund toward the reformation of the Spokane Police Traffic Unit and to support two dedicated officers for DUI patrols, which was to occur on a reimbursement basis from the Traffic Calming Measures Fund; and

WHEREAS, due to a shortage of available officers, the Spokane Police Department has been unable to reform the Spokane Police Traffic Unit; and

WHEREAS, it is not yet known whether the goals of the Traffic Calming Budget Funding Agreement can be accomplished in year 2024; and

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and in light of the circumstances set forth above, it is necessary to make changes in the appropriations of the Traffic Calming Measures Fund (SMC 07.08.148), 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 Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate appropriation of \$1,300,000 that was previously allocated for the purpose of reformation of the Spokane Police Traffic Unit.
- 2) Of the reallocated appropriation, \$1,300,000 is returned to the Traffic Calming Measures Fund.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

WASHINGTON AUTO THEFT PREVENTION AUTHORITY
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

May 28, 2024

Spokane Police Department
1100 W. Mallon
Spokane, WA 99260

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has approved the **Spokane Police Department** grant application for funding of **Equipment & Technology & Public Outreach**. The award is in the amount of **\$150,000.00**. The grant award is effective **June 1, 2024 and expires on June 30, 2025**. This award is a one-time event and does not imply or promise availability of funds for replacement or continuation of funding after June 30, 2025.

Enclosed is an award agreement. This agreement is to be signed and returned to WATPA. No funds will be reimbursed until the signed agreement is received. Expenditures prior to the award effective date or after the grant expiration date are not authorized and will not be reimbursed. All grant awards are subject to Grant Policies and Procedures of the Washington Auto Theft Prevention Authority. Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. All grantees must sign the attached non-supplanting agreement before reimbursement can begin. Also, please note that reimbursement requests by grant recipients will only be processed upon receipt of current semi-annual reports by the WATPA office. The semi-annual report form is available on the WATPA website, www.WaAutoTheftPreventionAuthority.org

If you have any questions, please contact me at Phone: 253-677-8576 E-mail: bjeter@waspc.org

Sincerely,



Bryan Jeter, Executive Director
Washington Auto Theft Prevention Authority

Washington Auto Theft Prevention Authority

www.WaAutoTheftPreventionAuthority.org

*“preventing and reducing motor
vehicle thefts in the State of
Washington.”*

**AGREEMENT BETWEEN ARLINGTON POLICE DEPARTMENT AND THE
WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

AUTO THEFT PREVENTION GRANT PROGRAM AWARD AGREEMENT

Award Recipient Name and Address:

**Spokane Police Department
1100 W. Mallon
Spokane, WA 99260**

Award Period:
06/1/2024 - 06/30/25

Amount Approved
\$150,000.00

Funding Authority:
**WASHINGTON AUTO THEFT
PREVENTION AUTHORITY**

Requests for reimbursement under this agreement are subject to the following Budget:

EQUIPMENT & TECHNOLOGY

\$125,000.00

PUBLIC OUTREACH

\$25,000.00

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Agreement Specific Terms and Conditions, and Agreement General Terms and Conditions.

WATPA

RECIPIENT

Name/ Bryan Jeter
Title: WATPA, Executive Director

Name/
Title:

Date:

Date:

WATPA

Non-supplanting Declaration

Supplanting

WATPA funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose (RCW 46.66.080 (5)). Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, reimbursement and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WATPA funds.

The _____ (Applicant Agency) certifies that any funds awarded through **WATPA** shall be used to supplement existing funds for program activities and will not replace (supplant) non-WATPA funds that have been appropriated for the purposes and goals of the grant.

The _____ (Applicant Agency Chief or designee) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from **WATPA** grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: _____

Signature: _____ Date: _____

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	July 8 th , 2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org 509-370-8534
Council Sponsor(s)	Councilmembers Dillion and Cathcart, Council President Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – WATPA Grant Award
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The Spokane Police Department has been awarded \$150,000 from the Washington Auto Theft Prevention Authority (WATPA) to be used to procure automated license plate readers as well as public outreach campaigns.</p> <p>The grant period is June 1, 2024 through June 30, 2025.</p> <p>Police are requesting approval of grant acceptance along with a special budget ordinance to recognize revenues and expenditures.</p> <p>The projects funded with the WATPA grant are:</p> <ol style="list-style-type: none"> 1.) Public Outreach: In partnership with law enforcement agencies throughout Spokane County (including Spokane County Sheriff’s Office, Airway Heights Police Department, Liberty Lake Police Department, etc...) we will design a public information campaign to include presentations at community events (ex: Spokane County Fair, Hoopfest, etc...), educational videos for social media and traditional news outlets, and mailings that can be distributed with vehicle tabs and/or utility bills. <ol style="list-style-type: none"> a. Budget Requested: \$25,000 2.) Automated License Plate Readers (ALPR): Spokane Police Department will migrate from our current ALPR vendor to Flock for fixed camera locations and Axon Fleet 3 for in-car cameras. Flock cameras will be installed at high traffic locations throughout the City of Spokane with a focus on the investigative value of each location (for vehicle theft, missing persons, and violent crime). SPD will align our ALPR policy with WATPA’s model policy. In-car cameras will be installed with our parking enforcement team as a pilot. Our parking enforcement team routinely travel throughout the City of Spokane to handle tows of abandoned vehicles. The nature of their work makes them ideal for this pilot program. <ol style="list-style-type: none"> a. Budget Requested: \$125,000 <p>NOTE: An additional briefing to Council will be scheduled for the ALPR implementation after camera locations are selected. This funding will allow the City to install 24 fixed location cameras and acquire 6 movable cameras.</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$150,000

Current year cost: \$150,000

Subsequent year(s) cost: Dependent on success of the pilot project and available funding.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc?

We can potentially apply for future WATPA funding (released annually).

Expense Occurrence One-time Recurring N/A

There is potential for recurring expense dependent on availability of funding and success of this pilot program. We would like to discuss the use of traffic calming funding in the future.

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

No other budget impacts.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?

Net zero impact to SPD Grant Fund.

- What operational changes will occur because of this adjustment?

This funding will improve operations at the department in multiple ways:

- SPD will be able to locate stolen vehicles more quickly.
- SPD will be able to more quickly locate missing persons including vehicles identified in Amber Alerts, Silver Alerts, and Indigenous Alerts.
- SPD will have license plate data available to solve violent crimes.
- SPD will work with our partner agencies to develop a centralized website to post crime prevention tips to the greater Spokane community.

- What are the potential risks or consequences of not approving the budget adjustment?

SPD will not be able to procure equipment and will not be able to conduct public outreach utilizing mailings/presentations at community events.

- 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?

This funding and related projects will fully comply with SMC Chapter 18.04.

What current racial and other inequities might this special budget ordinance address?

Development of the public information campaign utilizing multiple in person and online communication methods will ensure we reach a wide audience and mitigate inequities.

The ALPR cameras and resulting data will be utilized to help victims from all backgrounds and finding missing persons of all demographics. In the future ALPR purchase and camera location briefing paper, SPD will fully describe how this project will manage data responsibly to safeguard privacy and ensure all Spokane residents are treated equitably.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Consent

Date Rec'd

5/23/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

SHAWNA 4106

Requisition #

BT

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

MCATHCART PDILLON LNAVARRETE

Agenda Item Name

0680 - AUTEL DRAGONFISH DRONE PURCHASE

Agenda Wording

The Spokane Police Department would like to purchase a long-range drone - the Autel Dragonfish.

Summary (Background)

The Dragonfish can be utilized for investigations, search and rescue operations, and to aid in wildland fire operations. It can be utilized when a suspect vehicle flees from patrol/investigations to reduce the number of vehicles involved in a pursuit and reduce risk to the community. From Autel's website - the Dragonfish can fly for up to 158 minutes and has a 4K, 50x optical zoom. This purchase is primarily funded with the 2023 Byrne discretionary grant.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 164,258.30

Current Year Cost \$ 164,258.30

Subsequent Year(s) Cost \$

Narrative

Funded with the Byrne discretionary grant. This purchase aligns with the Federal requirements for a drone purchase and utilizes a cooperative purchasing agreement. There will be some costs (~\$6,000) related to training for staff.

Amount

Budget Account

Expense \$ 164,258.30

1620-91812-94000-56401-99999

Select \$

#

Select \$

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Select \$

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\$

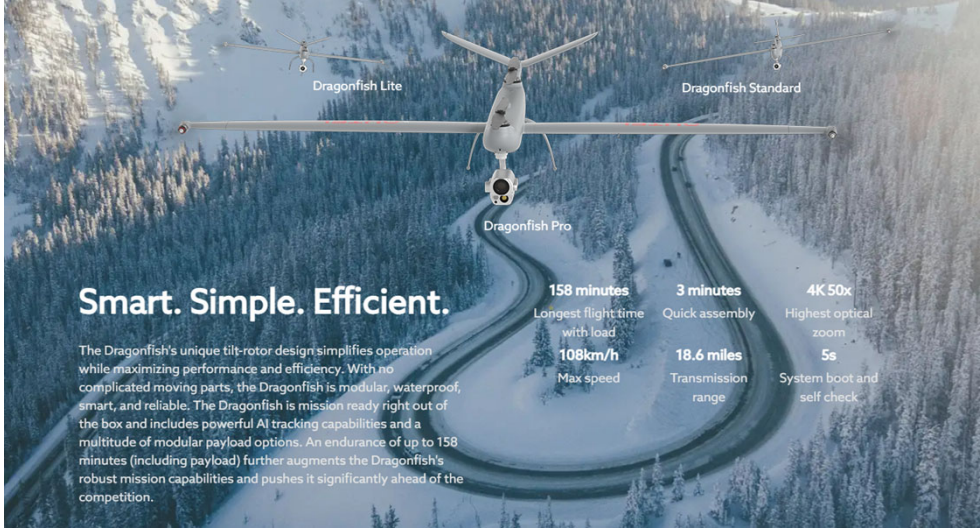
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\$

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Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	6/3/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	<u>Dillon; Cathcart, Navarrete</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Autel Dragonfish Drone Purchase
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Spokane Police Department would like to purchase a long-range drone – the Autel Dragonfish. The Dragonfish can be utilized for investigations, search and rescue operations, and to aid in wildland fire operations. The Dragonfish can be utilized when a suspect vehicle flees from patrol/investigations to reduce the number of vehicles involved in a pursuit and reduce risk to the community.</p> <p>From Autel’s website – the Dragonfish can fly for up to 158 minutes and has a 4K, 50x optical zoom:</p>  <p>Smart. Simple. Efficient.</p> <p>The Dragonfish's unique tilt-rotor design simplifies operation while maximizing performance and efficiency. With no complicated moving parts, the Dragonfish is modular, waterproof, smart, and reliable. The Dragonfish is mission ready right out of the box and includes powerful AI tracking capabilities and a multitude of modular payload options. An endurance of up to 158 minutes (including payload) further augments the Dragonfish's robust mission capabilities and pushes it significantly ahead of the competition.</p> <ul style="list-style-type: none"> 158 minutes Longest flight time with load 108km/h Max speed 3 minutes Quick assembly 18.6 miles Transmission range 4K 50x Highest optical zoom 5s System boot and self check
	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>This purchase is primarily funded with the 2023 Byrne discretionary grant. Training for pilots will be funded with the department’s general fund budget (the grant cannot be used for expenses related to travel for training).</p> <p>Value of Drones:</p> <ul style="list-style-type: none"> • A Small, Unmanned Aircraft System (sUAS or drone) does not need to wait for traffic control, and is able to respond to calls in a straight line without concern for traffic, construction, and/or collisions. • Use of an sUAS provides live streamed video that is available to dispatch and supervisors to increase safety, allow for de-escalation of incidents and triage of calls prior to officer arrival.

- sUAS do not utilize fossil fuels. Instead, rechargeable batteries are used to sustain flight and operational capabilities for extended periods.
- The SPD drone program utilizes redundant systems to decrease the likelihood of inflight emergencies. The sUAS small size and inherent design has decreased risk of injury to citizens and officers, as well as a decreased risk of impact to property in comparison to the risks involved with operating a crewed aircraft.
- Technology in use in sUAS allows for audits of flight logs, video, and camera use.
- Costs are reduced in comparison with operating crewed aircraft.

About the SPD Air Support Unit:

The SPD Air Support Unit (ASU) provides high quality, high-value support to emergency operations and critical incident response within Eastern Washington. The members of the unit are highly trained and operate with expectations to meet federal and local regulations in the use of small, unmanned aircraft systems, sUAS.

The functions of the sUAS unit are varied. These functions involve flying indoors to locate and de-escalate armed / dangerous persons or to clear locations for search warrants, burglaries, etc. Outdoor flights include assisting officers in finding dangerous subjects, mitigating hazardous conditions, locating missing persons, critical incident command and control, and de-escalating dangerous encounters.

Many of the operations of the sUAS unit require specialized equipment for each operation. For example, an exterior drone cannot be used to fly indoors successfully. Technology and aerial systems are constantly evolving, and newer equipment provides safer and more effective assistance. sUAS operations often involve inclement weather, dangerous locations, and technology is rapidly changing to provide better and safer service.

The use of sUAS units is expanding and may replace the use of helicopters and fixed wing aircraft within crowded urban areas. These aircraft require personnel to fly, and subject people to dangerous and unpredictable environments. sUAS eliminate the need to place extremely expensive equipment or people in jeopardy.

sUAS provide an inexpensive, safe, and reliable means to provide a wide variety of support to our community: Locating missing persons, protecting vulnerable persons, protecting officers and victims, and providing time, distance, and flexibility to law enforcement service in our area.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$164,258.30

Current year cost: \$164,258.30

Subsequent year(s) cost: The department will need to replace the drone at the end of its usable life (~6 years out). This cost can be integrated into the capital budget.

Narrative: The cost of the drone is funded with the Byrne discretionary grant. This purchase aligns with the Federal requirements for a drone purchase and utilizes a cooperative purchasing agreement. There will be some costs (~\$6,000) related to training for ASU staff that will be funded with the SPD general fund budget as those costs are not covered by the grant proposal. The grant can cover training, but not travel-related expenses.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? The funding is sustainable for the next six+ years (until the drone needs to be replaced).

Expense Occurrence One-time Recurring N/A

Other budget impacts: No additional budget impacts.

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

This purchase will improve the ability of the department to respond to emergency situations including missing persons. The department will utilize this technology to benefit all citizens of Spokane (and the surrounding region). The purchase will benefit people from all demographic backgrounds.

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 department has no plans to collect data regarding the impact of the drone on different demographic groups. The department will collect data, success stories, and lessons learned on the use of the drone and can share that information with Council and the public.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The ASU will log data related to the use of the Dragonfish in order to compile success stories and lessons learned about its operation.

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?

This proposal aligns with the Spokane Police Department's 2024 – 2026 strategic plan and aligns with Federal drone purchasing requirements. Additionally, the purchase supports the Washington State legislature's goal of reducing police pursuits.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/08/2024**Committee Agenda type:** Consent**Date Rec'd**

6/26/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 07/22/2024**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

JACQUI 4109

Requisition #**Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART PDILLON LNAVARRETE

Agenda Item Name

0680 - ILA WITH CJTC FOR BLEA EXPANSION

Agenda Wording

Interlocal Agreement with Criminal Justice Training Commission for State appropriated fund

Summary (Background)

WA State Legislature adopted Engrossed Substitute Senate Bill 5200 on April 22, 2023 and included in the appropriation \$1,400,000 to CJTC for expansion of the Spokane Police's Academy Training Center.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Reimbursement agreement with CJTC to reimburse City of Spokane for costs related to expansion of the SPD Academy.

Amount**Budget Account**

Revenue \$ 1,400,000.00

3160-11460-99999-33469-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

MACCONNELL, JACQUI

Accounting Manager

SCHMITT, KEVIN

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

brian.elliott@cjtc.wa.gov

SPDFinance@spokanecity.org

OPR No. _____

WSCJTC Contract No. _____

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (ILA) is made and entered into between the City of Spokane, a municipal corporation of the State of Washington (CITY), and the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (CJTC), each individually referred to as a “PARTY” and collectively as the “PARTIES”.

SECTION 1: RECITALS AND FINDINGS

WHEREAS, among other services, the CJTC provides law enforcement training services at various locations throughout the State of Washington for Washington State Certified Peace Officers through the CJTC’s Basic Law Enforcement Academy (BLEA); and

WHEREAS, these CJTC BLEA training site locations include a site in Spokane located at: Spokane Police Training Center, 2302 North Waterworks Street, Spokane, WA 99212; and

WHEREAS, during the 2023 68th Washington State Legislature’s 2023 Regular Session, the City applied for state capital budget funds in the estimated amount of \$1,400,000 for Expansion of the SPD/CJTC BLEA Training Center (Spokane) which expansion contemplates predominantly construction of a new building, *see* attached Exhibit A; and

WHEREAS, the State Legislature’s Capital Budget adopted in Engrossed Substitute Senate Bill (ESSB) 5200 on April 22, 2023 became effective on May 16, 2023 and included in its appropriations \$1,400,000 to CJTC for expansion of the Spokane Police Academy Training Center (“Spokane Academy”); and

WHEREAS, funds appropriated under ESSB 5200 are authorized to be incurred for capital projects such as the Spokane Academy expansion through the end of Fiscal year 2025 which ends June 30, 2025; and

WHEREAS, the State Capital Budget appropriation is not a formal grant program and funds appropriated thereunder are made available on a reimbursement basis only and cannot be advanced; and

WHEREAS, to initiate the process for the Spokane Academy expansion work, City entered into a contract for architectural and engineering design services, to include future construction administration and related services, with Design West Architects, P.A. for a term beginning January 1, 2024 in the amount of \$245,700.00, *see* City Clerk’s OPR 2024-0063 attached hereto as Exhibit B; and

WHEREAS, thus far, the Architectural Design contractor has identified the project scope to include construction of a new building approximately 3520 square feet in size to be constructed under an estimated project timeline set forth in attached Exhibits C; and

WHEREAS, upon completion of the design work phase of the expansion project, CITY intends to competitively bid procurement of a contract for the construction phase of the expansion project; and

WHEREAS, while advancing forward with the expansion project phases, CITY is receiving and will continue to receive invoices from contractors which invoices are to be paid out of the CJTC state appropriated funds for the project.

NOW, THEREFORE, the Parties agree as follows:

A. PURPOSE.

The purpose of this ILA is to outline a process enabling CITY to obtain timely payment of invoices from the CJTC state appropriated funds for the Spokane Academy project.

B. TERM.

This Agreement shall commence January 1, 2024, and continue through December 31, 2025.

C. COMPENSATION.

The total amount of money CJTC will pay CITY for the Spokane Academy building expansion project is a maximum amount not to exceed **ONE MILLION FOUR HUNDRED THOUSAND (\$1,400,000)**.

D. RESPONSIBILITIES OF THE PARTIES.

CITY.

1. CITY will issue all contracts for design and construction of the building expansion at the Spokane Academy pursuant to applicable legal procurement requirements.
2. CITY will timely forward contractor invoices to the designated CJTC contact at the CJTC address designated below within thirty (30) days of invoicing from contractor/s.

CJTC.

1. CJTC, shall reimburse City for an amount not to exceed the amount as set forth in Section C. Invoices shall be paid within thirty (30) days of invoicing to CJTC. Reimbursements will be mailed to:

Spokane Police Department
 Attn: SPD Accounting
 1100 W. Mallon Ave
 Spokane, WA 99260

E. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

Spokane Police Department	WA. Criminal Justice Training Commission
Jacqui MacConnell Director Strategic Initiatives Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260-0001 E: jmacconnell@spokanecity.org P: (509) 625-4109	Brian Elliott CJTC Fiscal Manager 3060 Willamette Drive Lacey, WA 98516-6267 E: brian.elliott@cjtc.wa.gov P: (360)281-9346

F. NOTICES.

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Spokane Police Department	WA. Criminal Justice Training Commission
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Justin Lundgren Interim Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: jclundgren@spokanepolice.org P: (509) 625-4215	Monica Alexander Executive Director, WA CJTC 19010 1 st Avenue S Burien, WA 98148 E: monica.alexander@cjtc.wa.gov P: (206) 835-7291
---	---

G. INSURANCE.

During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

CITY

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers’ Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers’ Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

WA CRIMINAL JUSTICE TRAINING COMMISSION.

CJTC is self-funded for its liability exposures including General Liability and Automobile Liability (\$5 Million) as well as Workers’ Compensation (WC - Statutory). WSCJTC also carries excess General Liability Insurance to \$5 Million and excess Workers’ Compensation Insurance. Should a covered loss occur in the fulfillment of this Agreement, the CJTC shall provide payment under the terms of its self-funded insurance program.

H. INDEMNIFICATION.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any CJTC or CITY employees or agents while performing work authorized under this Agreement, the parties agree as follows:

The CITY shall protect, defend, indemnify, and hold harmless the CJTC, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the CJTC if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CJTC. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s own negligence.

To the extent allowed when expressly authorized or implied by statute, the CJTC agrees to protect, defend, indemnify, and hold harmless the CITY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CJTC will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

For this purpose, the CITY and CJTC, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY shall be personally liable for any act, or failure to act, in connection with this Agreement. It is understood that in such matters they are acting solely as agents of their respective agencies.

I. TERMINATION.

This Agreement may be terminated by either Party at will by submitting a written Notice of Termination to the other Party in accordance with Section F herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

J. COMPLIANCE WITH LAWS.

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.

K. VENUE.

This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

L. ASSIGNMENT.

Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

M. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

N. MODIFICATION.

No modification or amendment to this Agreement, except for minor changes agreed to in writing by the Parties, shall be valid until put in writing and signed with the same formalities as this Agreement.

O. SEVERABILITY.

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

P. NONDISCRIMINATION.

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 Parties 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.

Q. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department 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.

R. COUNTERPARTS.

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

S. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose. See Section I above.
- B. Duration. See Section I above.

C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. Responsibilities of the Parties. See provisions in Section III above.

E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the CJTC shall file this Agreement in accordance with its usual procedures.

F. Financing. There are no anticipated budget impacts to the CITY arising from this Agreement.

G. Termination. See Section I above.

T. SIGNATURES.

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

[signatures on the following page]

CITY OF SPOKANE

**WA. STATE CRIMINAL JUSTICE
TRAINING COMMISSION**

Lisa Brown
Title: Mayor

Date: _____

By: Monica Alexander
Title: CJTC Executive Director

Date: _____

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

Approved as to form:

By: Margaret K. Harrington
Title: Assistant City Attorney

Date: _____

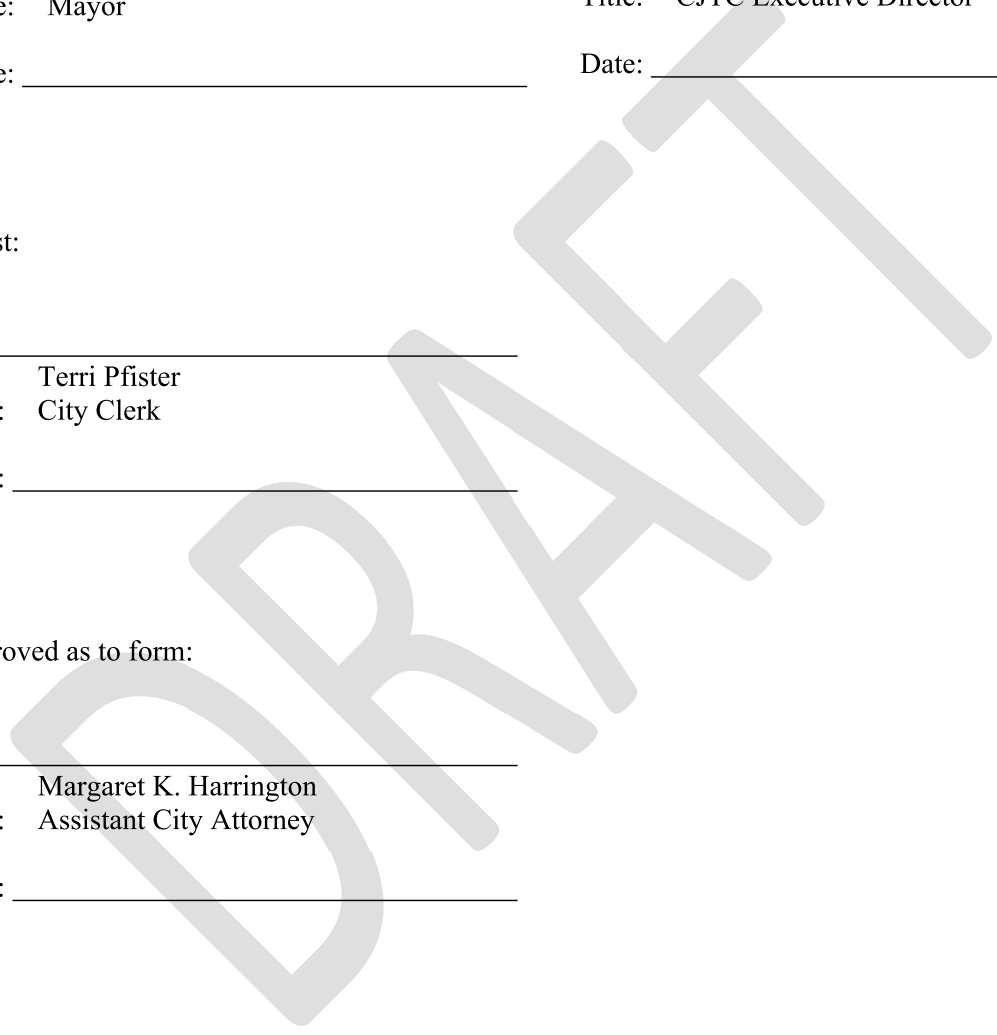


EXHIBIT A: City application for State Capital Budget Funds

DRAFT

**EXHIBIT B: City Architectural & Engineering Design Service Contract SPD/BLEA
Academy Expansion, OPR 2024-0063**

DRAFT

EXHIBIT C: City Architectural/Engineering Design Services Contractor Cost Estimate SPD/BLEA Academy Expansion Project

DRAFT

EXHIBIT D: City Architectural/Engineering Design Services Contractor Estimated Project Timeline for SPD/BLEA Academy Expansion Project

DRAFT

2023 Legislative Session

Member Requested Local Community Project Information Form

Important Notes: This is not a formal grant program. This form provides information for House members to request a separate appropriation in the capital budget for this project. Funding any project is at the discretion of the Legislature.

This document may be subject to disclosure under the Public Records Act (Chapter 42.56 RCW).

Funds are available on a reimbursement basis only and cannot be advanced.

Tips: Successful past projects generally are ones in which the requested state funds: (1) are used for a facility providing an important public benefit; (2) are a small portion of the total project funding (25% or less); (3) result in a completed project or phase usable by the public for the intended purpose when the state funds are expended; and (4) are for a project that is ready for construction or renovation and will be completed within the biennium.

I. Project Name and Sponsor

Expansion SpokanePD/CJTC BLEA Training Center (Spokane)

\$1,400,800

Sponsor(s): Billig, Sen. Andy

II. Where is the project physically located?

Address: 2302 N Waterworks Street
Spokane, 99212 Spokane

District(s): 3, n/a

Coordinates: 47.67849, -117.33416

III. Project Contact

Organization: Spokane Police Department
Contact: Jacquelyn MacConnell, Director of Strategic Initiatives
Website: my.spokanecity.org/police/
Phone: 509 625 4109
E-mail: jmacconnell@spokanepolice.org
Address: 1100 W Mallon Avenue
Spokane, 99260

IV. Organization Information

Is this a joint project with another organization?

No

If yes, has a joint operating agreement been signed?

If yes, list the partners for the project.

Is the organization that will manage the funding different from the project contact organization or joint partner?

Yes

If it is different, please provide the name of the organization or fiscal agent that will manage the funding.

City of Spokane

Is the requesting organization or joint partner registered with the state as a non-profit organization?

No

If answered no, is the applicant a local government?

Yes

V. Project Information

Briefly describe the scope of the project.

Adding on to the existing Spokane Police Department Training Facility to add space for the BLEA classes, approximately 2720 square feet. This will enable SPD to conduct the BLEA classes in their own part of the facility and not disrupt Spokane PD training in the current facility, as well as enable the BLEA classes to not be disrupted by SPD training.

VI. Project Schedule

Will the entire project be completed after this funding request?

Yes

Describe the estimated cost and schedule for each remaining phase of the project.

ROUGH ESTIMATE OF COST IS 1.36 MILLION BASED ON AVERAGE COST OF NEW CONSTRUCTION OF \$500/SQ FOOT (2720 X 500 = 1.36 MILLION)

Describe what discrete phase of the project will be completed with the funding from this request.

All of it

Estimated completion dates for each phase of the project.
4 quarter of 2024

VII. Eligible Project Type or Phase

Land Acquisition	\$0
Demolition and Site Preparation	\$0
Design	\$0
New Construction	\$1,360,000
Renovation	\$0
Other – n/a	\$0
<i>Mandatory Commerce Administrative fee of up to 3% (max of \$50,000)</i>	\$40,800
Total Funding Requested	\$1,400,800

VIII. Site Control

Is the site owned or being purchased by the project contract?

Yes

If no, is the property being leased by the project contract for a term that will meet or exceed 10 years?

If no, please explain how the property will be secured for public use for at least 10 years, including the name of any other organizations that will maintain site control.

Does the applicant understand and agree that any and all real property owned, optioned for purchase, or under a lease, that is acquired, constructed, or otherwise improved upon using state funds as approved by the Legislature must be held and used for the purposes stated in this application for at least ten years from the date of the final payment made for the project is complete and becomes available for public use?

Yes

IX. Project Funding

What type of project is this?

Other

Has the applicant applied for other grants or loans listed on the Competitive Capital Budget Grant and Loan Programs?

No

If yes, was your project funded? If so, how much? If not, why not?

If no, were you planning on applying for those funds? If not, why not?

No. Not aware that any are applicable.

What amount and what percentage of local, federal and state funding has the applicant secured to date? Please list each amount by local, federal, state or private funding source or program.

None

Besides the amount being requested, what amount of local, federal or other state funding does the applicant need to secure in the future in order to complete the project? Please list how the amount will be raised by local, federal, state or private funding source or program.

None

Please list all past efforts to obtain state funding through the member requested local community project form, including the legislative session and the amount of funding obtained.

None

Once completed, how will the project fund its ongoing maintenance and operation?

City of Spokane budget

X. Project Benefits and Challenges

How will the requested phase of the project benefit the public?

This will benefit the public by allowing the Spokane Police Department to provide better training facilities for new officers which enables the Spokane Police Department to conduct training in the currently existing building without disrupting on-going SPD training. Essentially, the ability to provide more training to current officers is beneficial for the public as their officers are better trained. The training for the BLEA recruits will be able to be conducted without the disruption of the day to day business of the Training Academy which also leads to an improved learning environment.

Will this project phase have a revenue-generating component that would have community and state economic benefit? Please describe and quantify.

The only thing that might create revenue is the use of the hospitality industry by BLEA recruits

Please quantify any long-term job creation that will result from this project phase.

None

Are there any existing or anticipated community concerns about this project that would prevent it from moving forward?

None that I know of

XI. Acknowledgements - The undersigned acknowledges and agrees to the following:

If the project is funded, Commerce will require the project contact to meet contractual requirements. More information can be found here:

<https://www.commerce.wa.gov/building-infrastructure/capital-facilities/resource-toolkit/>

- Except for preconstruction activities or purchases of real property that does not lead to construction or renovation, the grantee must have site control of the project before the contracting process can begin.
- Except for design only requests, the grantee must secure all non-state funds needed to complete the project before receiving the state reimbursement.
- The grantee and their contractors must pay applicable state prevailing wages as of the date the 2023-25 Capital Budget is approved and executed.
- The project must be built to at least the LEED Silver Standard or receive an exemption.
- Awards over \$250,000 are subject to the securitization process and will need to be securitized.
- The grantee must complete the process outlined in Executive Order 21-02 before the contracting process can begin. This includes both Tribal and DAHP Consultation.
- The grantees must provide insurance to cover the project.
- This is a reimbursement grant and funds may not be advanced under any circumstances. For more info, please see the [CCF Toolkit](#).



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 01/22/2024

Committee Agenda type: Discussion

Date Rec'd

1/24/2024

Clerk's File #

OPR 2024-0063

Renews #

Cross Ref #

Council Meeting Date: 02/05/2024

Submitting Dept

FACILITIES MANAGEMENT

Project #

Contact Name/Phone

DAVE STEELE 6064

Bid #

RFQU 5971-23

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Requisition #

PENDING

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

5900 FACILITIES POLICE ACADEMY EXPANSION - A&E DESIGN CONTRACT

Agenda Wording

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200) funds must be used by 07/01/2025 at the Police Academy.

Summary (Background)

In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classrooms and office space at the Police Academy. This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 245,700

Current Year Cost \$ 245,700

Subsequent Year(s) Cost \$ 0

Narrative

The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request that must be used by 7/1/2025.

Amount

Expense \$ 245,700.00

Select \$

Select \$

Select \$

\$

\$

Budget Account

3160-11460-94000-56501-68413

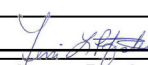
#

Approved by Spokane City Council
on: 2/5/2024

#

#

#


city clerk



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	WALLACE, TONYA
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

aminden@designwestpa.com	dsteale@spokanecity.org
kbustos@spokanecity.org	klong@spokanecity.org
jmacconnell@spokanepolice.org	laga@spokanecity.org
kschmitt@spokanecity.org	facilitiesdepartment@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	1/22/2024
Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	dsteele@spokanecity.org 509.625.6064
Council Sponsor(s)	Councilmembers Zappone & Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Police Academy Expansion – A&E Design Contract with Design West Architects
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025 at the Police Academy. In partnership with the Spokane Police Department, the Facilities Department released a request for proposal for Architectural and Engineering services for design and bid package preparation related to the design and construction of new classroom and office space.</p> <p>This expenditure is the first step in completing the procurement and construction of the new space in advance of the expenditure deadline.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$246,000</u> Current year cost: \$246,000 Subsequent year(s) cost: NA Narrative: The City of Spokane through the Police Department received a grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025. Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? NA Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts: This project supports the vision of the Spokane Police Academy as a regional training center, failure to complete the project will significantly impact that role and risk the loss of the grant dollars associated.	
What impacts would the proposal have on historically excluded communities? Community policing directly effects a wide variety of excluded communities, providing additional regional training opportunities and space will allow for greater regional training levels on a wide variety of policing techniques.	

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?

NA

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data on the use, scheduling, and general class load is commonly tracked to provide feedback on the ability of the new site to meet the needs of the various training programs at the Academy.

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?

Continuing to invest in existing City facilities related to public safety directly supports the Comprehensive Plan.

Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route ALL requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date: 9/25/23

Type of expenditure:

Goods

Services

Department: Police

Approving Supervisor: Craig Meidl

Amount of Proposed Expenditure: \$175,000

Is this against a master agreement? If yes, please provide the number: NO

Funding Source State Legislature disbursement through Dept. of Commerce

Please verify correct funding sources. Indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The City of Spokane through the Police Department received this grant award from the Washington State legislature as a Capital Budget Request (ESSB5200); funds must be used by 07/01/2025; the design phase of the work needs to be completed prior to procuring the construction portion of

What are the impacts if expenses are deferred?

Loss of grant source funding and degradation in the Police Department's ability to operate the academy efficiently and effectively as a regional training center.

What alternative resources have been considered?

NA

Description of the goods or service and any additional information?

This is an A&E contract for the design of new classroom and office space at the academy. Completion of this work is critical to getting the bid package completed and bid.

Person Submitting Form/Contact:

Division Director:


Craig N Meidl (Sep 26, 2023 11:29 PDT)

CFO Signature:



City Administrator Signature:


Garrett (Sep 26, 2023 12:05 PDT)

Additional Comments:










Police Academy AE Design - Expenditure Control Form2023

Final Audit Report

2023-09-30

Created:	2023-09-26
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcwfDFveNj80RWT4AA1S3ZfgTMZbxS8Qp

"Police Academy AE Design - Expenditure Control Form2023" History

-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
2023-09-26 - 6:25:55 PM GMT
-  Document emailed to cmeidl@spokanepolice.org for signature
2023-09-26 - 6:27:02 PM GMT
-  Email viewed by cmeidl@spokanepolice.org
2023-09-26 - 6:28:59 PM GMT
-  Signer cmeidl@spokanepolice.org entered name at signing as Craig N Meidl
2023-09-26 - 6:29:37 PM GMT
-  Document e-signed by Craig N Meidl (cmeidl@spokanepolice.org)
Signature Date: 2023-09-26 - 6:29:39 PM GMT - Time Source: server
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2023-09-26 - 6:29:40 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2023-09-30 - 3:06:38 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-09-30 - 3:07:28 PM GMT - Time Source: server
-  Agreement completed.
2023-09-30 - 3:07:28 PM GMT






Police Academy AE Design - Expenditure Control Form2023 - signed (002)

Final Audit Report

2023-10-02

Created:	2023-10-02
By:	Kevin Schmitt (kschmitt@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGBOoU8_d3haGtDV4plzc11PxAhERnvwA

"Police Academy AE Design - Expenditure Control Form2023 - signed (002)" History

-  Document created by Kevin Schmitt (kschmitt@spokanecity.org)
2023-10-02 - 9:02:15 PM GMT
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2023-10-02 - 9:02:47 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2023-10-02 - 9:06:21 PM GMT
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-10-02 - 9:06:32 PM GMT - Time Source: server
-  Agreement completed.
2023-10-02 - 9:06:32 PM GMT



City of Spokane
CONSULTANT AGREEMENT
**Title: DESIGN AND ENGINEERING SERVICES FOR
POLICE ACADEMY RENOVATION AND ADDITION**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DESIGN WEST ARCHITECTS, P.A.**, whose address is 905 West Riverside Avenue, Suite 605, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Design and Engineering Services for Police Academy Renovation and Addition; and

WHEREAS, the Consultant was selected from RFQu 5971-23.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant 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 Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant 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 Consultant’s progress.

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$245,700.00)**, excluding applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum 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.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant 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 Consultant'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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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 Consultant 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.

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. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall 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 to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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 Consultant 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 RCW Title 48;

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 Consultant's services to be provided under this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Consultant 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.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant 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 Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant 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 Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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 Consultant after the time the same shall have become due nor payment to the Consultant 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.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

DESIGN WEST ARCHITECTS, P.A.

CITY OF SPOKANE

By AMY BROWNE-MINDEN / 6/2024
Signature Date

By Maggie Yates / 2/8/2024
Signature Date

AMY BROWNE-MINDEN
Type or Print Name

Maggie Yates
Type or Print Name

Principal
Title

Assistant City Administrator
Title

Attest:

Approved as to form:

Laurie Farnsworth
City Clerk (Acting)

Elizabeth Schoedel
Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant's Proposal

23-268



EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

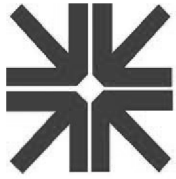
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Design West Architects</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
<u>AMY BROWNE-MINDEN</u> Name of Certifying Official (Type or Print)	<u>AMY BROWNE-MINDEN</u> Signature
<u>Principal</u> Title of Certifying Official (Type or Print)	<u>2/6/2024</u> Date (Type or Print)

EXHIBIT B



DESIGN
WEST

November 16, 2023

Dave Steele, Project Manager/Real Estate Manager
City of Spokane
Spokane, WA 99201
dsteeler@spokanecity.org
509.625.6064 or 509.655.0567

RE: **City of Spokane – Police Academy Renovation and Addition**
Scope of Services and Fee Proposal

Dear Dave,

Thank you for considering Design West Architects for the City of Spokane – Police Academy Building Renovation and Addition project and meeting with us virtually to familiarize us with the scope of work and existing conditions. We are pleased to provide the following scope of services and fee proposal:

Services:

Design West Architects proposes to provide design team services for the City of Spokane – Police Academy Addition & Renovation project, to include:

- Conduct up to two site visits during design to observe visible conditions of the existing building and related items.
- Work with the City of Spokane representatives and Police Academy representatives to design approximately 2,500 SF of new classroom and administration spaces and include renovations to the existing building. This process is anticipated to include up to 3 design meetings with all representatives.
- Develop construction drawings, and specifications for the full improvements to the building, including offices, meeting rooms, classrooms, restrooms, and similar related support spaces for the new addition and renovated areas of the existing building.
- The document list shall include the following drawings: vicinity plan, site plan, building code compliance diagrams, floor plan, reflected ceiling plans, exterior elevations, building sections, interior elevations and related construction details. The specifications will include information necessary for the City's selected contractor to price and complete the project through the design/bid/build process.
- As sub-consultants, we will include the services of SCJ Alliance for civil engineering, landscape design (very minimal) and land survey, GeoProfessional Engineers to provide geotechnical testing and reports, LSB Engineers for Structural Engineering and MSI Engineers to provide plumbing, HVAC, and electrical drawings for the project.
- Administer the process for building permit applications
- Assist the city with the bidding process
- Visit the site up to twice monthly, as required during the construction of the project to observe progress and provide any requested interpretations or clarifications.

SPOKANE, WASHINGTON
PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO
ONTARIO, OREGON

DESIGN WEST ARCHITECTS, P.A.
905 W RIVERSIDE AVE
SUITE 605
SPOKANE, WA 99201
TEL. 509-290-6843
www.designwestpa.com

Our services will be provided under the basic provisions and conditions contained within a standard AIA B105 Owner-Architect Agreement or within a contract provided by the City of Spokane. The proposed fee below is based upon the assumptions related to the scope of services described above.



The services will include Civil, Geotechnical, Land Survey, Architectural, Structural, Mechanical and Electrical Engineering services. These services exclude hazardous materials surveys and/or testing, abatement design services, or other building survey or assessment consultants that may be required by the city permitting process. Generally, the phases of service are defined as follows:

Schematic Design: The design team will work with the city and police academy representatives to define the programmatic needs of the police academy addition and the existing structure to remain. We will gather information about the existing structure and building site and formulate a plan for the building design and construction phases.

Design Development Phase: The design team will refine and formalize the schematic concept design to confirm the project scope with the City of Spokane and Police Academy representatives. Site design will be refined and mechanical, plumbing and electrical systems selected during this phase as well.

Construction Documents: Based upon the discussions in the previous phases, the design team will prepare construction documents including drawings and specifications for the construction of the project.

Permitting & Bidding: The architect will assist the City of Spokane in having the project reviewed by the authorities having jurisdiction and through the bid process for the project. The design team will respond to questions from plan reviewers and then by contractors during bidding. The permit reviews that are included in the design team's scope are limited to City of Spokane's Building Permit Review. When the bid period is concluded, the architect will provide a bid summary of the results received.

Construction Administration: During construction, the architect will provide review of submittals and response to contractor's requests for information (RFIs). The architect will issue any additional information needed by the contractor in accordance with the contract documents (ASIs) and review contractor schedules of value and monthly pay applications. The architect will ensure that record drawing sets are being kept on site and that any changes to the documents are being properly recorded. The architect will be available to visit the site every two weeks during construction for progress meetings and assist the city as needed for construction administration and project close out documents.

Compensation:

Compensation for the basic services shall be on a lump sum basis, plus reimbursable expenses. The fee is approximately broken down by phase as follows, note that unexpended amounts in other phases or from our sub-consultants can be billed up to the total maximum not-to-exceed:

<i>Schematic Design Phase</i>	<i>\$44,226</i>
<i>Design Development Phase</i>	<i>\$49,140</i>
<i>Construction Documents Phase</i>	<i>\$76,167</i>
<i>Permitting & Bidding Phase</i>	<i>\$4,914</i>
<i>Construction Administration</i>	<i>\$66,339</i>
<i>Project Closeout Phase</i>	<i>\$4,914</i>
<i>Total compensation for services not-to-exceed</i>	<i>\$245,700</i>



Reimbursable expenses will be billed in addition to the basic services fee. These expenses will be billed at direct cost plus 15%; reimbursable expenses are limited to drawing printing/reproduction expenses directly associated with the project and are not expected to exceed \$9,000. All other costs are covered by the basic design team fee. These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

Hourly Fee Rate Schedule:

Principal Architect	\$185
Project Architect	\$160
Project Manager	\$140
Architectural Technical Support	\$100
Office Administration	\$70

Thank you for your time and consideration in this matter. If you have any questions, or would like to meet to discuss this further, please call.

Sincerely,

Amy Browne-Minden, AIA, NCARB, NCIDQ
Principal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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License Information:

Entity name: DESIGN WEST ARCHITECTS, P.A. DBA DBA DESIGN WEST ARCHITECTS, PROFESSIONAL SERVICES

Business name: DESIGN WEST ARCHITECTS, P.A.

Entity type: Professional Service Corporation

UBI #: 601-332-873

Business ID: 001

Location ID: 0004

Location: Active

Location address: 905 W RIVERSIDE AVE
STE 605
SPOKANE WA 99201-1099

Mailing address: 905 W RIVERSIDE AVE
STE 605
SPOKANE WA 99201-1099

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Mar-31-2024	Apr-12-2018
Spokane General Business				Active	Mar-31-2024	Apr-03-2018

Governing People May include governing people not registered with Secretary of State

Governing people	Title
WARNICK, NED	
WILM, BRANDON	

Registered Trade Names

Registered trade names	Status	First issued
DESIGN WEST ARCHITECTS, P.A.	Active	Apr-03-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/7/2023 8:30:09 AM

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Certificate Of Completion

Envelope Id: 5650E92A46E54577AF7FFBD7AB935B72	Status: Completed
Subject: OPR 2024-0063 CONTRACT FACILITIES POLICE ACADEMY EXPANSION A&E DESIGN	
Source Envelope:	
Document Pages: 26	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Daniel Rose
	808 W. Spokane Falls Blvd.
	Spokane, WA 99201
	drose@spokanecity.org
	IP Address: 198.1.39.252


Record Tracking

Status: Original	Holder: Daniel Rose	Location: DocuSign
2/6/2024 11:28:10 AM	drose@spokanecity.org	


Signer Events

Signer Events	Signature	Timestamp
Terri L. Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 198.1.39.252	Sent: 2/6/2024 11:36:22 AM Viewed: 2/6/2024 12:31:29 PM Signed: 2/6/2024 12:31:42 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

AMY BROWNE-MINDEN aminden@designwestpa.com Principal Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.79.207.217	Sent: 2/6/2024 12:31:43 PM Viewed: 2/6/2024 2:07:10 PM Signed: 2/6/2024 2:11:27 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/6/2024 2:07:10 PM
ID: c90ef942-0b0a-440d-a296-6234d779e640

Elizabeth Schoedel eschoedel@spokanecity.org Assistant City Attorney - approved as to form only Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 2/6/2024 2:11:29 PM Viewed: 2/6/2024 2:12:12 PM Signed: 2/6/2024 2:12:19 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/6/2024 2:12:12 PM
ID: e41c2fa0-f3fa-44d3-91b7-4b6089d07ca3

Maggie Yates myates@spokanecity.org Assistant City Administrator Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 2/6/2024 2:12:20 PM Viewed: 2/8/2024 8:45:11 AM Signed: 2/8/2024 8:48:31 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/8/2024 8:45:11 AM
ID: de9b0189-21af-4234-8096-4b1a8caf687a

Signer Events	Signature	Timestamp
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Laurie Farnsworth
 lfarnsworth@spokanecity.org
 Acting City Clerk
 City of Spokane
 Security Level: Email, Account Authentication
 (None)

Laurie Farnsworth



Sent: 2/8/2024 8:48:33 AM
 Resent: 2/8/2024 9:56:30 AM
 Viewed: 2/8/2024 10:01:22 AM
 Signed: 2/8/2024 10:01:53 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/6/2024 11:36:22 AM
Envelope Updated	Security Checked	2/8/2024 9:56:29 AM
Envelope Updated	Security Checked	2/8/2024 9:56:29 AM
Envelope Updated	Security Checked	2/8/2024 9:56:29 AM
Certified Delivered	Security Checked	2/8/2024 10:01:22 AM
Signing Complete	Security Checked	2/8/2024 10:01:53 AM
Completed	Security Checked	2/8/2024 10:01:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

Project Name: *City of Spokane Police Academy*
 Project Number: *24012*

Design West Architects

5/13/2024 15:11

General Information

Project Scope
 New Building SF 3,520
 Project Schedule
 Anticipated Construction Duration = 12 Months
 Anticipated NTP / Duration / Complete Dates = 9/1/2024 8/27/2025

Estimate Summary

Division	Title	Quan.	Unit	Category	% by Division	Division Total
Division 01	General Requirements				14.83%	\$ 184,100.00
Division 02	Existing Conditions				1.31%	\$ 16,250.00
Division 03	Concrete				10.28%	\$ 127,570.00
Division 04	Masonry				0.00%	\$ -
Division 05	Metals				0.97%	\$ 12,040.00
Division 06	Wood, Plastics, and Composites				8.69%	\$ 107,845.00
Division 07	Thermal and Moisture Protection				13.72%	\$ 170,260.00
Division 08	Openings				4.66%	\$ 57,900.00
Division 09	Finishes				8.38%	\$ 104,066.25
Division 10	Specialties				0.12%	\$ 1,500.00
Division 11	Equipment				0.00%	\$ -
Division 12	Furnishings				0.07%	\$ 875.00
Division 13	Special Construction				0.00%	\$ -
Division 14	Conveying Equipment				0.00%	\$ -
Division 20	Mechanical Commissioning				0.00%	\$ -
Division 21	Fire Suppression				0.00%	\$ -
Division 22	Plumbing				4.45%	\$ 55,220.00
Division 23	Heating, Ventilating, and Air Conditioning				9.63%	\$ 119,500.00
Division 25	Integrated Automation				0.00%	\$ -
Division 26	Electrical				7.65%	\$ 95,000.00
Division 27	Communications				0.00%	\$ -
Division 28	Electronic Safety and Security				0.00%	\$ -
Division 31	Earthwork				15.24%	\$ 189,213.00
Division 32	Exterior Improvements				0.00%	\$ -
Division 33	Utilities				0.00%	\$ -
MATERIALS & LABOR COST						\$ 1,241,339.25
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage			\$ 28,550.80
	Contractor Overhead & Profit	8.00%	percentage			\$ 99,307.14
	Permits - By City of Spokane	2.00%	percentage			\$ 24,826.79
	Construction Contingency	10.00%	percentage			\$ 124,133.93
	Escalation (estimated 9.0% annual = 0.75% monthly)	3.7	months	0.75%	2.76%	\$ 34,250.66
ESTIMATED CONTRACT COST						\$ 1,552,408.57
	State Sales Tax	9.00%	percentage			\$ 139,716.77
ESTIMATED CONTRACT COST + SALES TAX						\$ 1,692,125.34

Estimate Detail

Division	Specification	Item	Quan.	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							
01 31 00		Supervision - Superintendent & support	12.0	month	\$ 10,000.00	\$ 120,000.00	\$ 184,100.00
		Building layout & staking	1	LS	\$ 4,000.00	\$ 4,000.00	
01 50 00		Work base / office set up	1	LS	\$ 500.00	\$ 500.00	
		Field Office Rental	12.0	month	\$ 250.00	\$ 3,000.00	
		Temp Utility Hookup & Usage	12.0	month	\$ 300.00	\$ 3,600.00	
		Temp Sanitation Facilities	12.0	month	\$ 500.00	\$ 6,000.00	
		Temp Enclosures, Heat, & Weather Protection	12.0	month	\$ 250.00	\$ 3,000.00	
		Temp Construction Fencing	500	LF	\$ 3.00	\$ 1,500.00	
		Temp Gates	2	EA	\$ 1,000.00	\$ 2,000.00	
01 73 00		Small Tools, Rental and Hoisting Equipment	12.0	month	\$ 1,500.00	\$ 18,000.00	
		Daily & Final Clean-up	12.0	month	\$ 1,000.00	\$ 12,000.00	
		Dumpster - Disposal Costs	12	month	\$ 500.00	\$ 6,000.00	
01 77 00		Project Closeout - As-built Drawings, O&M Manuals	1	LS	\$ 1,500.00	\$ 1,500.00	
		Punch List, Warranty, Site Closeout	1	LS	\$ 3,000.00	\$ 3,000.00	
02 EXISTING CONDITIONS							
02 41 00		Demolition **Abatement Not Included **	2,500	SF	\$ 5.00	\$ 12,500.00	\$ 16,250.00
		Patch & Repair	1,500	SF	\$ 2.50	\$ 3,750.00	
03 Concrete							
03 30 00		New Concrete SOG	3,520	SF	\$ 9.75	\$ 34,320.00	\$ 127,570.00
03 30 00		Concrete Cutting & Patching	1	LOT	\$ 7,000.00	\$ 7,000.00	
03 30 00		New Footing & Stem Wall	275	LF	\$ 150.00	\$ 41,250.00	
03 35 00		Concrete Floor Finishing (new)	1,000	SF	\$ 45.00	\$ 45,000.00	
04 Masonry							
04 22 00		Masonry	-	SF	\$ 50.00	\$ -	\$ -
05 Metals							
05 12 00		Structural Steel - new addition	-	SF	\$ 19.00	\$ -	\$ 12,040.00
05 50 00		Metal Fabrications (general, Lintels, misc.)	1	LOT	\$ 5,000.00	\$ 5,000.00	
05 50 00		Metal Fabrications (anchors etc.)	1	LOT	\$ 7,040.00	\$ 7,040.00	
05 50 00		Metal framing	-	SF	\$ 9.00	\$ -	
05 50 00		Metal decking	-	SF	\$ 9.00	\$ -	
06 Wood, Plastics, and Composites							
06 10 00		Rough Carpentry (Undefined & GC Labor)	3,520	SF	\$ 5.50	\$ 19,360.00	\$ 107,845.00
06 16 00		Sheathing (walls & roof)	6,800	SF	\$ 9.00	\$ 61,200.00	
06 16 00		Non Struc Wood Framing	3,250	SF	\$ 6.50	\$ 21,125.00	
06 20 00		Interior Finish Carpentry	3,520	SF	\$ 1.75	\$ 6,160.00	
06 40 23		Interior Casework	-	LF	\$ 140.00	\$ -	
07 Thermal and Moisture Protection							
07 21 16		Blanket Insulation	2,800	SF	\$ 6.25	\$ 17,500.00	\$ 170,260.00
07 21 29		Spray Insulation	1,000	SF	\$ 1.25	\$ 1,250.00	
07 22 16		Roof Board Insulation	3,520	SF	\$ 8.75	\$ 30,800.00	
07 26 00		Vapor Retarders	3,520	SF	\$ 1.50	\$ 5,280.00	
07 27 00		Weather Barriers	3,520	SF	\$ 1.50	\$ 5,280.00	
07 42 93		Metal Roof & Metal Wall Panel	6,800	SF	\$ 13.50	\$ 91,800.00	
07 54 00		TPO Roofing	-	SF	\$ 17.50	\$ -	
07 62 00		Flashing & Trims	350	LF	\$ 35.00	\$ 12,250.00	
07 72 00		Roof Accessories	1	LOT	\$ 4,750.00	\$ 4,750.00	
07 84 13		Penetration Firestopping	1,000	SF	\$ 0.35	\$ 350.00	
07 92 00		Joint Sealant	2,000	SF	\$ 0.50	\$ 1,000.00	
07 95 00		Expansion Control	-	LF	\$ 50.00	\$ -	
08 Openings							
08 11 13		Hollow Metal Doors & Frames	1	EA	\$ 2,700.00	\$ 2,700.00	\$ 57,900.00
08 14 00		Wood Faced Doors & Frames	9	EA	\$ 1,500.00	\$ 13,500.00	
08 31 13		Access Doors & Frames	4	EA	\$ 575.00	\$ 2,300.00	
08 41 13		Aluminum-Framed Storefront and Entry System	320	SF	\$ 35.00	\$ 11,200.00	
08 71 10		Door Hardware	12	EA	\$ 1,800.00	\$ 21,600.00	
08 41 23		Window Systems	12	EA	\$ 550.00	\$ 6,600.00	
09 Finishes							
09 22 16		Non-Struc Metal Framing	-	SF	\$ 5.75	\$ -	\$ 104,066.25
09 29 00		Gypsum Board Systems (Walls)	6,500	SF	\$ 5.75	\$ 37,375.00	
09 29 00		Gypsum Board Systems (Ceilings at Restrooms)	125	SF	\$ 5.75	\$ 718.75	
09 51 23		Suspended Acoustical Ceilings - Classrooms & Offices	2,320	SF	\$ 5.75	\$ 13,340.00	
09 65 13		Resilient Base	650	LF	\$ 2.25	\$ 1,462.50	
09 68 13		Carpet Tile - offices & classrooms	2,320	SF	\$ 8.50	\$ 19,720.00	
09 91 00		Painting	7,400	SF	\$ 4.25	\$ 31,450.00	
10 Specialties							
10 14 00		Room Signage	8	EA	\$ 75.00	\$ 600.00	\$ 1,500.00
10 26 13		Wall Protection - corner guards	6	EA	\$ 150.00	\$ 900.00	

Crushed Surfacing top course 4" standard only	249	TON	\$	80.00	\$	19,920.00		
Hot mix asphalt, 4" standard (required)	113	TON	\$	145.00	\$	16,385.00		
Hot mix asphalt, 4" standard (parking stalls bid alt)	124	TON	\$	145.00	\$	17,980.00		
Pavement Markings	1	LOT	\$	5,000.00	\$	5,000.00		
<i>Other</i>								
On site gas service (new gas line)	170	LF	\$	25.00	\$	4,250.00		
On site power modifications (relocate exist EV)	1	LOT	\$	9,500.00	\$	9,500.00		
32 Exterior Improvements							\$	-
<i>included above</i>		LOT	\$	-	\$	-		
33 Utilities							\$	-
<i>included above</i>	-	LOT	\$	-	\$	-		

DESIGN / DOCUMENT SCHEDULE -

updated 04/15/2024

Date	Milestone	Task / Event	Participants	Required Content
Wednesday, April 10, 2024	SD	Floor plan and exterior elevations approved by Owner group	All	Meeting Agenda & Updated Plans
Friday, April 12, 2024		Email SD plans to consultants. Ask to schedule a coordination meeting with consultants to answer questions	DWA, MSI, LSB	Floor plans, exterior elevations, project needs info
Tuesday, April 16, 2024		Receive Civil survey site plan, and start architectural site plan	DWA, SCJ	
Tuesday, April 23, 2024		SketchUp 3D rendering to review w/ Owner group	DWA,	3D Bldg Exterior rendering
Wednesday, April 24, 2024	10:00	Owner group meeting to review plans, 3D rendering and metal panel colors	DWA	
Tuesday, April 30, 2024		Consultant Team coordination Meeting	DWA, MSI, LSB	**date is tentative**
Wednesday, May 8, 2024	10:00	Owner group meeting for updates and comments	DWA	
Friday, May 10, 2024	EOD	SD Level Consultant Team Drawings, Spec TOC & Cost Estimate info due to DWA	DWA, MSI, LSB	SD Mechanical, Electrical & Structural plans
Friday, May 17, 2024		SD plans, refine plans and coordination with specs		
Wednesday, May 22, 2024	10:00	Owner group meeting to review plans, gather information for specs	DWA	
Friday, May 24, 2024	EOD	DWA to coordinate & send out design team response info	DWA, MSI, LSB	
Wednesday, June 5, 2024	10:00	Owner group meeting	DWA	
Thursday, June 13, 2024		Consultant coordination meeting if needed. Refine plans, estimate, specs	DWA, MSI, LSB	**date is tentative**
Wednesday, June 19, 2024	10:00	Owner group meeting	DWA	
Monday, June 24, 2024	EOD	DD Level Consultant Team Drawings, Specs, and Cost Estimate info due to DWA	All	DD Review drawings, schedule, Spec TOC and cost estimate
Wednesday, June 26, 2024		DWA to coordinate & send out design team response info	All	
Thursday, June 20, 2024		Email Pre-Development Application & plans to City of Spokane. Schedule Pre-Development meeting.	All	Site plan, property information listed on application
Wednesday, July 3, 2024		DWA to perform final coordination with owner group	DWA	
Wednesday, July 3, 2024		CD plans, details, and specs coordination	All	
Monday, July 8, 2024		Refine plans and cost estimate		
Tuesday, July 9, 2024		Consultant Team coordination meeting, if required	DWA, MSI, LSB	**date is tentative**
Thursday, July 11, 2024		Coordination of plans, specifications, and detailing	DWA	CD drawings and specifications
Friday, July 19, 2024	EOD	Final CD Consultants Package Due to DWA	All	drawings, specifications, cost estimate
Friday, July 26, 2024		Submit CD plans to City for permit review, FAA, and shoreline use	DWA	CD Plans set, structural calcs, reports & permit application
Friday, August 9, 2024		Respond to 1st round of permit comments from the City	DWA, MSI, LSB	
Friday, August 16, 2024		Coordination of permit comments with plans, specs & cost estimate	DWA	
Thursday, August 22, 2024		2nd round of permit comments	DWA, MSI, LSB	
Friday, August 30, 2024		Submit plans and Response to final permit review comments	All	Revise plans as needed
Tuesday, August 6, 2024		First Advertisement for Bid		**date is tentative**
Tuesday, August 13, 2024		Second Advertisement for Bid		**date is tentative**
Tuesday, August 6, 2024		Bid Period Begins through early September		Documents Available
Tuesday, September 10, 2024	10:00 AM	Pre-Bid Meeting		**date is tentative**
Thursday, September 12, 2024	2:00 PM	**Bids Due**		**date is tentative**
Monday, October 7, 2024		Contract Execution granted by City of Spokane		**date is tentative**
Monday, October 21, 2024		NOTICE TO PROCEED - contractor to mobilize on site and Const. period begins		** date is tentative**
Thursday, November 7, 2024		Monthly Construction Administration meetings begin		** date is tentative**
Monday, May 12, 2025		SUBSTANTIAL COMPLETION		** date is tentative**
Friday, May 30, 2025		FINAL COMPLETION		

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	July 8 th , 2024
Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interlocal Agreement with CJTC for State appropriated funds
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>WA State Legislature adopted Engrossed Substitute Senate Bill 5200 on April 22, 2023 and included in the appropriation \$1,400,000 to CJTC for expansion of the Spokane Police's Academy Training Center.</p> <p>State Capital Budget appropriation is not a formal grant program and funds appropriated thereunder are made available on a reimbursement basis only and cannot be advanced.</p> <p>This agreement between the City and the Washington State Criminal Justice Training Commission outlines the reimbursement process for these funds.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,400,000 (Revenue)</u></p> <p> Current year cost: \$ N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Reimbursement agreement with CJTC to reimburse City of Spokane for costs related to expansion of the SPD Academy.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
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 & Community Health Committee

Committee Date	06/03/2024
Submitting Department	Fire
Contact Name	Mike Forbes
Contact Email & Phone	mforbes@spokanecity.org, 509-435-7029
Council Sponsor(s)	Councilmembers Dillon, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Software Purchase – Vector Solutions Check-It
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The SFD is requesting permission to amend OPR 2023-1221 to purchase an additional software module to our current Vector Solutions platform. This module provides for checklist creation of assets, asset management, controlled medication tracking, and PPE tracking/inspection. Currently, SFD utilizes various software platforms and paper tracking to account for the above listed items. Transitioning to a single system under one umbrella will streamline the process of tracking and inspecting these items. The current systems are outdated, difficult to extract data from, and often have a single point of failure incorporated into the system (single employee with knowledge.)</p> <p>An internal evaluation has been completed on similar products targeted to the fire service with Vector Solutions being the selected vendor.</p> <p>Implementation would begin after 06/25/2024 when the contract is quoted to begin with use in the field to begin during Q4 2024.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>12,337.44</u> (6/25/24-01/24/25 - prorated)</p> <p> Current year cost: \$12,337.44</p> <p> Subsequent year(s) cost:</p> <p>Narrative: SFD currently has a contract with Vector for a LMS totaling \$38,993.52/year.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Contact is for 1-year and will be re-evaluated before any future renewals are committed.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Currently the SFD Training budget pays for the LMS portion of this contract. If this module is approved, a cost sharing will be applied between the Training and Operations budgets for the annual cost; both within the Fire/EMS fund.</p>	

Operations Impacts (If N/A, please give a brief description as to why)
What impacts would the proposal have on historically excluded communities? N/A – this is a tool used exclusively for internal record keeping with no public interface.
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 – this is a tool used exclusively for internal record keeping with no public interface.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? This tool will be evaluated periodically as to its effectiveness in tracking city assets.
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? This tool will assist with efficient and accurate tracking of assets owned by the city.

Schedule A – Additional Services

This Contract Revision Form supplements and amends Schedule A to the Client Agreement signed on 2023-11-17 between the Vector Solutions entity and the Client named below as of the Effective Date. (Contract Revision Order No. 1 Effective Date)

Date: Thursday, May 9, 2024

Client Information

Client Name: Spokane Fire Department (WA)	
Address: 44 W Riverside Ave Spokane, WA 99201	
Primary Contact Name: Mike Forbes	Primary Contact Phone: (509) 435-7029

Amendment Effective Date

Start Date: 06/25/2024

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Fire Accounting			
Billing Address: 44 West Riverside Avenue Spokane, Washington 99201		Billing Phone:	
Billing Email: fireaccounting@spokanecity.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Prorated Fee(s) – Effective 06/25/2024

Product Code	Product Name	Former Product Name	Description	Existing Qty	Additional Qty	Total Qty	Prorated Price – Additional Qty	Prorated Sub Total
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or DrugBox's		PPE and/or Equipment assigned to individuals		339	339	\$26.25	\$8,898.75

CHECKITIMP	Check It One-time Implementation Fee				1	1	\$2,420.00	\$2,420.00
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Prorated Grand Total: \$11,318.75

Annual Fee(s) for – Renewal Contract Start Date 01/25/2025

Product Code	Product Name	Former Product Name	Description	Qty	Annual Price	Annual Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Formerly TargetSolutions Premier Membership Platform	Training management for public entities and professionals	339	\$107.88	\$36,571.32
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or DrugBox's		PPE and/or Equipment assigned to individuals	339	\$45.00	\$15,255.00

Annual Grand Total: \$52,221.32

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
 4890 W. Kennedy Blvd., Suite 300
 Tampa, FL 33609

Spokane Fire Department (WA)
 44 W Riverside Ave
 Spokane, WA 99201

By: _____

By: _____

Printed Name: Kegan Konrady

Printed Name:

Title: Vice President of Sales

Title:

Date: _____

Date: _____



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/08/2024

Committee Agenda type: Consent

Date Rec'd

6/26/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/22/2024

Submitting Dept

FIRE

Bid #

Contact Name/Phone

JULIE O'BERG (509)435-7001

Requisition #

Contact E-Mail

JOBERG@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 EQUIPMENT PURCHASE - SOFT BODY ARMOR/HELMETS

Agenda Wording

Permission to purchase soft body armor and ballistic helmets for each riding position within the Operations Division to provide protection to responders for active shooter/hostile event responses.

Summary (Background)

Spokane Fire is requesting permission to purchase soft body armor and ballistic helmets for each riding position within the Operations Division. This is to provide protection to responders for active shooter / hostile event responses (ASHER). This equipment would be compliant with National Fire Protection Association 3000 (2024 edition) Standard for an ASHER Program. The selected equipment is the same equipment that other agencies have purchased in the region.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 159,869

Current Year Cost \$ 159,869

Subsequent Year(s) Cost \$ N/A

Narrative

This purchase would be from state contracts through local vendors (The Bunker and Galls.) National Assoc. of Procurement Officials - WA - Body Armor and Ballistic-Resistant Contract #: 03720 Sourcewell - ADS, Inc. Law enforcement equipment #090122-ADS

Amount

Budget Account

Expense \$ 159,869

5903-79125-22200-53528-43017

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

REDING, RYAN

Division Director

O'BERG, JULIE

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

Mike Forbes mforbes@spokanecity.org

Thea Prince tprince@spokanecity.org

Kevin Schmitt kschmitt@spokanecity.org

Fire Accounting fireaccounting@pokanecity.org

Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	07/08/24
Submitting Department	Fire
Contact Name	Chief Julie O’Berg
Contact Email & Phone	joberg@spokanecity.org, 509-435-7001
Council Sponsor(s)	Councilmembers Dillon, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Equipment Purchase – Soft Body Armor/Helmets
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>The SFD is requesting permission to purchase soft body armor and ballistic helmets for each riding position within the Operations Division. The intent of this purchase is to provide protection to responders for active shooter / hostile event responses (ASHER).</p> <p>This equipment would be compliant with NFPA 3000 (2024 edition) Standard for an ASHER Program. The selected equipment is the same equipment that other agencies have purchased in the region, creating better interoperability and a more efficient response.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$159,869</u> Current year cost: \$159,869 Subsequent year(s) cost: N/A	
Narrative: This purchase would be from the following state contracts through a local vendors (The Bunker and Galls.) NASPO - WA - Body Armor and Ballistic-Resistant Contract #: 03720 Sourcewell - ADS, Inc. Law enforcement equipment #090122-ADS	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc?	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A This equipment has a lifespan of 5 years (body armor) and 10 years (helmets). Replacements would be budgeted for in 2029 and 2034. Other budget impacts: (revenue generating, match requirements, etc.) - None	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This equipment would allow responders to respond more effectively and safely to incidents involving all citizens of 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?

Any incident involving the use of this equipment would be documented through the SFD's record management system.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

There is an internal working group within SFD and a regional working group dedicated to continuous evaluation of the equipment and training needs regarding ASHER incidents to provide the most effective solution for the community.

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?

This equipment is a key component of all ASHER programs to provide an effective response to these incidents, providing for community and responder safety.



The Bunker-Spokane
 111 N Vista Road
 Suite 4D
 Spokane Valley 99212
 United States

SPOKANE FIRE DEPARTMENT, Mike Forbes

Quotation # S01011

Quotation Date:
06/19/2024

Expiration:
07/19/2024

Salesperson:
Aaron Dysart

Description	Quantity	Employee	Unit Price	Taxes	Amount
BALLISTIC VEST SYSTEM					
ONYX - FFR / FIRE AND FIRST RESPONDER VEST PHOENIX LEVERL IIIA PANEL SET (COMPLETE SET INCLUDING FRONT BACK AND SIDE BALLISTICS)	75.00		1,023.58	Local Spokane Store (8.9%)	\$ 76,768.50
WASHINGTON STATE - Body Armor and Ballistic-Resistant Contract #: 03720					
					Subtotal \$ 76,768.50
<hr/>					
Untaxed Amount					\$ 76,768.50
Sales Tax					\$ 6,832.40
<hr/>					
Total					\$ 83,600.90



Quote

Customer: (1001093868) SPOKANE FIRE DEPT, CITY OF
 Date: 06/24/2024
 Sales Rep: MICHELLE TAYLOR

Page 1 of 1
 Quote Number: 26915735
 Quote Expiration: 07/24/2024

Sold To:
 SPOKANE FIRE DEPT, CITY OF
 1618 N. REBECCA ST.
 SPOKANE, WA 99212
 AMANDA WINCHELL

Ship To:
 SPOKANE FIRE DEPT
 44 W RIVERSIDE AVE
 SPOKANE, WA 99201
 AMANDA WINCHELL

Line	Item	Description	Qty	Retail	Your Price	Ext Total
6	BP4246 BLK LG	PROTECTION HIGH-CUT, CAM FIT, NVG SHROUD , RAILS, EXTERIOR LOOP & BUNGEEES SOURCEWELL CONTRACT	75		932.00	69,900.00

Quote is valid for 30 days

SUBTOTAL: 69,900.00
 SHIPPING:
 TAX..... 6,291.00
 TOTAL.... 76,191.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
 Lexington, KY 40505
 Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT

**Title: CRIMETRACER SUBSCRIPTION WITH
LICENSING, MAINTENANCE AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE POLICE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **FORENSIC LOGIC, LLC**, 39300 Civic Center Drive, Suite 300, Fremont, California 94538-2337, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company shall provide On-Line CrimeTracer Software Subscription with licensing, maintenance and support, in accordance with the CrimeTracer Quote and Order Form, which is attached as Exhibit B and made part of this Agreement. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM**. The Contract shall begin May 1, 2024 and shall run through April 30, 2025, unless terminated sooner.
3. **COMPENSATION**. The City shall pay the Company a maximum amount not to exceed **FIFTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$57,475.00)**, plus applicable tax, for everything furnished and done under this Contract.
4. **PAYMENT**. The Company shall send its application for payment to City of Spokane Police Department, 1100 West Mallon, Spokane, Washington 99260. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this contract, without consent, to a purchaser of all or substantially all of such party's assets.
7. **AMENDMENTS**. This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, 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 Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. . Nothing herein shall require the Company to refund or reimburse the City in the event the City terminates this Contract for convenience.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 contract. 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 contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as 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 Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of

the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

12. 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.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. 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 Contract 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 Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. 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 Company 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 Company 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.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

FORENSIC LOGIC, LLC

**CITY OF SPOKANE
POLICE DEPARTMENT**

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:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – CrimeTracer Quote and Order Form

**EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

EXHIBIT B

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	July 8 th , 2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Renewal of COPLINK software
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Annual renewal of COPLINK software, through Crime Tracer (formally Forensic Logic). Annual amount \$57,475. This is funded via a designated COPLINK administration fund and has no impact on the 2024 general fund.</p> <p>COPLINK software is used to share police reports and other information with our regional partner agencies.</p> <p>In 2025, the department anticipates launching Axon Records which will allow our partners to access police reports/crime data without a separate system. We will evaluate the need for this software at that time and determine if it is still delivering value for our officers/detectives/analysts.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$57,475</u></p> <p style="padding-left: 40px;">Current year cost: \$57,475</p> <p style="padding-left: 40px;">Subsequent year(s) cost: N/A</p> <p>Narrative: One-year agreement. Software is shared with regional partners with SPD paying approximately 40% of the total cost.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? This funding source is sustainable through 2025.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>No other budget impacts.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This software is utilized to share crime information with regional partner agencies (Spokane County Sheriff's Office, Cheney Police Department, etc...). The data and reports that are shared include all crimes regardless of</p>	

the demographics of victims/suspects/etc. Sharing data with regional partners can help victims from all backgrounds including historically excluded communities since it provides more situational awareness for law enforcement. For example, if a victim of domestic violence has been victimized in multiple jurisdictions, law enforcement can respond differently based on the totality of the circumstances.

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?

We do not plan to collect data concerning the effect of police report/crime data sharing by different demographic groups since we share the vast majority of our data with our partners (there are some restrictions due to State law).

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

We do not plan to collect data regarding the effectiveness of COPLINK, since we have had the solution in place for many years.

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?

This system aligns with the SPD Strategic Plan which prioritizes partnership with regional law enforcement agencies.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 07/08/2024**Committee Agenda type:** Consent**Date Rec'd**

6/27/2024

Clerk's File #

OPR 2024-0064

Cross Ref #**Project #****Council Meeting Date:** 07/22/2024**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

MIKE MCNAB 4115

Requisition #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART PDILLON LNAVARRETE

Agenda Item Name

0680 - BHU GRANT AMENDMENT ACCEPTANCE

Agenda Wording

Acceptance of Behavioral Health Unit Grant Amendment

Summary (Background)

In January 2024, Spokane Police accepted grant funds under OPR 2024-0064 to continue operation of the Behavioral Health Unit; from WASPC through Spokane County Sheriff's Office. Grant funds supported 4 FTE's within SPD's budget with a grant period July 1, 2023 through June 30, 2025. Total grant award of \$1,386,166. Requesting acceptance of an additional \$447,093 to be used to retroactively fund 2 FTE's July 1, 2023 through June 30, 2024.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 447,093.00 (revenue)

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Additional grant funds will be used to fund existing funded positions in SPD's budget.

Amount**Budget Account**

Revenue

\$ 447,093.00

1620-91814-99999-33469-99999

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	July 8 th , 2024
Submitting Department	Police
Contact Name	Asst. Chief McNab
Contact Email & Phone	mmcnab@spokanepolice.org 625-4115
Council Sponsor(s)	Councilmembers Dillion, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of BHU grant amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In January 2024, Spokane Police accepted grant funds under OPR 2024-0064 to continue operation of the Behavioral Health Unit; from WASPC through Spokane County Sheriff's Office.</p> <p>Grant funds supported 4 FTE's within SPD's budget with a grant period July 1, 2023 through June 30, 2025.</p> <p>Total grant award of \$1,386,166.</p> <p>Requesting acceptance of an additional \$447,093 to be used to retroactively fund 2 FTE's July 1, 2023 through June 30, 2024.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$447,093 (Revenue)</u></p> <p> Current year cost: \$ N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Additional grant funds will be used to fund existing funded positions in SPD's budget.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
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?

CARASOFT PURCHASE – LIMA DRIVE TEST SCANNER

6/27/2024 – Shawna Ernst, sernst@spokanepolice.org

Please note that SPD has requested a contract for this purchase through legal. Carahsoft has a Washington State Business license.

SPD will update the files as soon as possible and prior to Council voting on this purchase.

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	6/3/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	LIMA Cellular Network Scanner Purchase
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department needs to purchase a cellular network drive test scanner for use in investigations. This purchase would be funded using the 2023 Byrne technology grant utilizing a cooperative purchasing agreement.</p> <p>The majority of major crimes investigations involve data from cellular networks (obtained through a cellular carrier search warrant). To verify the accuracy of the data, SPD utilizes a drive test scanner to evaluate the cellular network.</p> <p>This process is key to objective evaluation of cell tower data and geographic location. SPD currently borrows a scanner from a company out of Arizona and has lengthy wait times in order to ship the device.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$119,560</u></p> <p style="padding-left: 40px;">Current year cost: \$105,840</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$13,720 annual</p> <p>Narrative: <u>The cost of the LIMA cellular network scanner is \$92,120 for two units. Associated software is an annual expense of \$13,720 for two licenses. The grant will fund the initial purchase and two years of licensing. Future licensing will be integrated into the Department’s software budget.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? The funding is sustainable for the next two years for software, and the next 6+ years for the hardware (until the scanners need to be replaced).</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: No additional budget impacts.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

This purchase will enable the department to test and verify the accuracy of cellular network data. This tool will be used in major crimes cases involving citizens of all backgrounds including those from 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?

The department has no plans to collect data regarding the impact of the cellular network scanner on different demographic groups. The department will collect data, success stories, and lessons learned on the use of the cellular network scanner.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The department performed lengthy field testing of the scanner to ensure it is the right solution for this need. Additionally, the department will collect data, success stories, and lessons learned on the use of the cellular network scanner.

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?

This proposal aligns with the Spokane Police Department's 2024 – 2026 strategic plan and aligns with industry best practices for utilizing cellular network data in investigations and in court.