

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

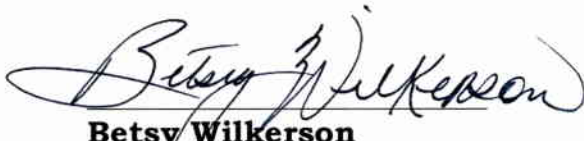
**MEETING OF MONDAY, SEPTEMBER 9, 2024
10:00 A.M. – CITY COUNCIL CHAMBERS**

A special meeting of the Public Safety & Community Health Committee will be held at **10:00 A.M. on Monday, September 9, 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 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, SEPTEMBER 9, 2024

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:00 AM September 9, 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 September 9, 2024

III. Monthly Report/Update

1. 0680 - PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
2. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
3. 0680 - UNIFORM OVERTIME REPORT - KEVIN SCHMITT (0 minutes)

IV. Discussion Items

1. SPD UPDATE - CHIEF HALL (15 minutes)
2. SFD UPDATE - CHIEF O'BERG (10 minutes)
3. 0560-ACCEPTANCE OF AWARD FROM AOC FOR COMMUNITY COURT IAA25092 - SARAH THOMPSON (5 minutes)
4. 0560-ACCEPTANCE OF AWARD FROM AOC FOR DRUG COURT IAA25093 - SARAH THOMPSON (5 minutes)
5. 0560-ACCEPTANCE OF AWARD FROM AOC FOR DUI COURT IAA25094 - SARAH THOMPSON (5 minutes)
6. 0560-ACCEPTANCE OF AWARD FROM AOC FOR DVIT COURT IAA25095 - SARAH THOMPSON (5 minutes)
7. 0560-ACCEPTANCE OF AOC AWARD FOR VETERANS COURT IAA25096 - SARAH THOMPSON (5 minutes)
8. 0560-ACCEPTANCE OF AWARD FROM OJP TO SUPPORT DRUG COURT AND COMMUNITY COURT - SARAH THOMPSON (5 minutes)
9. 0560-ACCEPTANCE OF AWARD FROM TRAFFIC SAFETY COMMISSION FOR DUI COURT - SARAH THOMPSON (5 minutes)
10. 0560-SPECIAL BUDGET ORDINANCE FROM WASHINGTON TRAFFIC SAFETY COMMISSION - SARAH THOMPSON (5 minutes)
11. 0560-SPECIAL BUDGET ORDINANCE-OJP GRANT FOR DRUG COURT AND COMMUNITY COURT - SARAH THOMPSON (5 minutes)
12. 0520 - MAYOR'S OFFICE - SMOKE READY SPOKANE - MOU & SCOPE OF WORK - SARAH NUSS (5 minutes)

13. 0520 - MAYOR'S OFFICE - SBO SPECIAL US ASSISTANT ATTORNEY - MAGGIE YATES (5 minutes)
14. 1620 - ACCEPTANCE OF WTSC TRAINING/OUTREACH GRANT - DAVE SINGLEY (5 minutes)
15. 0680 - SPECIAL BUDGET ORDINANCE - WTSC TRAINING/OUTREACH GRANT - DAVE SINGLEY (5 minutes)
16. 1680- MOU WITH COMPASIONATE ADDICTION TREATMENT RELATED TO RELOCATION - DAWN KINDER (15 minutes)
17. UPDATE ON SREC - MAGGIE YATES (10 minutes)
18. UPDATE FROM CATHOLIC CHARITIES - ROB MCCAN (10 minutes)
19. STANDING REPORTS AND UPDATES - (5 minutes)

V. Consent Items

1. 1970 - GALL'S VB RENEWAL FOR FIREFIGHTER UNIFORMS (FIRE)
2. 0680 - APPROVAL OF POLICE JUMPSUITS VALUE BLANKET (POLICE)
3. 0680 - AXON MY90 PILOT PROJECT (POLICE)
4. 0680 - AXON INTERVIEW ROOM SYSTEM (POLICE)
5. 0680 - AXON FLEET 3 (POLICE)
6. 0680 - ACCEPTANCE OF REGISTERED SEX OFFENDER GRANT FY24-25 (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 **1:15 PM. October 7, 2024.**

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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:** 09/09/2024**Committee Agenda type:** Information Only**Date Rec'd**

8/29/2024

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)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

SPD's Photo Red Monthly Update for July 2024

Summary (Background)

SPD's Photo Red Monthly Update for July 2024

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 \$ #

\$ #

\$ #

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	David Kaurin 509-835-4565
Contact Email	dkaurin@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 September 9th, 2024.

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

There were 2244 violations on the photo red system from **July 1st, 2024, thru July 31st, 2024.** During the same time frame in 2023 there were 2583 violations, which is a decrease of 339 violations. West bound 2nd and Thor and northbound Freya and 3rd were down for construction which wrote zero tickets which account for the decrease.

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

There were 0 violations on the photo speed system from **July 1st, 2024, thru July 31st, 2024.** During the same time frame in 2023 there were 0 violations. School was not in session during this time.

Executive Summary: Photo RED

July 1st, 2024, thru July 31st, 2024

- Division and Francis was the first highest with 436 violations.
- Thor and second was the 2nd highest with 392 violations.
- Browne and Sprague was the third highest with 367 violations.
- *Division and Sprague was the fourth highest at 255 violations.*

Executive Summary: Photo SPEED

July 1st, 2024, thru July 31st, 2024

***Current revenue of the system.**

Type of Revenue	2024 Initial/Adopted Budget	Budget/12 months or budget per month	7 months of budget	Actual through July 2024	variance to actual surplus/(shortfall)
Photo Red Fines	1,820,000	151,667	1,061,669	1,082,845	21,176
School Zone Fines	5,030,000	419,167	2,934,169	2,212,041	(722,128)

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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:** 09/09/2024**Committee Agenda type:** Information Only**Date Rec'd**

8/29/2024

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

Agenda Wording

SPD's Strategic Initiatives Monthly Update

Summary (Background)

SPD's Strategic Initiatives Monthly Update for September's Public Safety meeting.

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 \$ #

\$ #

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SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
KEVIN HALL

Strategic Initiatives
September 2024 Report



Public Safety and Community Health Committee Briefing
September 2024



Excerpts of Commendations
(Personal Identifying Information has been removed)

I was involved in a Motorcycle accident. I accidentally hit the median in a solo accident. It was early morning and my dog and I were getting a ride in early that morning before the heat set in for the day. I drive a handicapped plated Piaggio (Modern day Vespa) and my dog is always with me. She rides in a zipped up and secured sling bag in front of me against my chest and behind the windshield on the scooter and it was your outstanding officers **Jordan Clare and Ryan Murphy** that I awoke to. I had been unconscious for 10 to 15 minutes. I awoke to two emergency vehicles and their crews, two squad cars and a motor officer. I suffered a serious concussion along with other bruises and road rash in the incident. I went to the VA hospital where I was admitted and then transferred to Sacred Heart with a bleeding brain trauma injury. I was dazed and confused to say the least at the scene of the accident and it was these two fine officers who stayed with me there until I was transferred to the VA hospital. I did tell these gentlemen that I would be contacting their supervisor. I was out of it for a while and the fact that these gentlemen stayed there with me, meant everything to me.

Two Spokane Police Officers really helped me and my family. **Officer Chris Smith** and his partner **William Braten** responded to our home because an alarm was going off. We were out of town but were able to communicate with him through our doorbell camera. He graciously searched our house to ensure everything was okay. Thank you very much for your time.

I had the opportunity to go on a ride-along with **Officer Brandon Mackabee**. I spent nearly seven hours with Officer Mackabee, and I found him to be courteous, professional, and competent in his work. Officer Mackabee handled several situations during this shift to include: a DOA at a residence, which included Chaplain Luce with family notification; a traffic stop with no driver's license, registration, or insurance; a welfare check, a DV-Argue; and a parted out/ abandoned vehicle. Officer Mackabee's experience and dedication to his profession was clear to see and his assessments and due care to follow-up investigation were laudatory. Officer Mackabee was unflappable as he quickly and methodically responded to this wide variety of calls for service which occurred during this shift. Further, I was impressed with the depth Officer Mackabee went to as he handled these sensitive situations while on scene as well as the significant attention he provided to investigation and follow up.

I have worked for the Department of Children, Youth, and Families for five years. I work with various agencies and community providers: Law Enforcement, mental health providers, Emergency Responders, Homeland Security, schools, and other State/government agencies. I enjoy collaborative teamwork and partnering with agencies and their workers to ensure child safety. I wanted to express the praise and work that **Public Records Specialist Jenetta Alford** does for DCYF. Out of all the professionals I engage with, Jenetta has set the Golden Standard. Jenetta has been consistent in her professionalism and is always responsive. She provides extremely thorough records, she will expedite an emergency request, and she quick with LE records requests. I am just one of many front-line workers that has the utmost respect and appreciation for all that Jenetta does for the Department and our families. Thank you.



Internal Affairs Unit Update

January 1 through July 31, 2024, Commendations and Complaints

Commendations Received: Total: 111

Complaints Received: Total: 60 (49 from community)

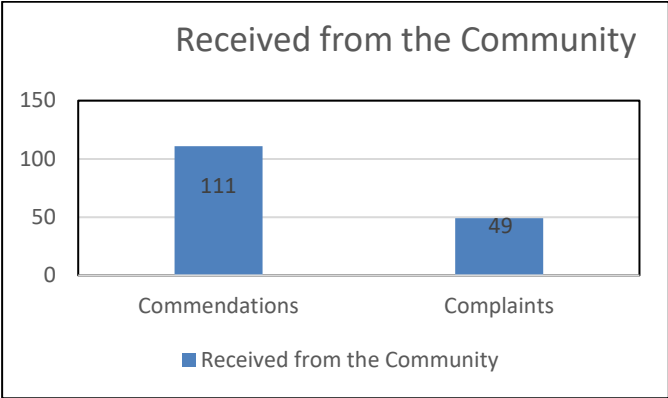
Closed Complaints: 21 (As of July 31, 2024)

Source of Complaints—January 1 through July 31, 2024

Received by the Office of Police Ombudsman	Total: 32
Received by the Spokane Police Department	Total: 28
Internally Generated by the SPD	Total: 11
Generated by the Community	Total: 49

SPD maintains a process that allows us to assess the actions of our employees with the ultimate objective of improving service and holding our employees accountable. Complaints sometimes reveal the need to modify a policy or procedure or reveal a need for training. In 2023, complaints to SPD decreased 12% compared to 2022. Additionally, SPD continues to receive 3 times the commendations as complaints. In 2023, SPD saw a 12% increase in commendations compared to 2022.

It's important to note that calls for service and arrests have increased, and yet commendations are up. The call for service volume through Quarter 1 of 2024 is remaining very high at about 57,000. Arrests are up about 10% from the Q1 year prior. The chart below shows commendations versus complaints from the community through July 2024.



Deadly Force (Officer-Involved Shootings) Update

2024

From January 1 – June 30, 2024, there were five deadly force incidents.

- **Incident 2024-20019659 (Pending Prosecutor Review):** Incident 2024-20019659 took place on January 31, 2024, in the area of Stevens and Cliff. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2024-20027093 (Pending Criminal Investigation):** Incident 2024-20027093 took place on February 12, 2024, in the 1100 block of East Wellesley. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20027307 (Pending Criminal Investigation):** Incident 2024-20027307 took place on February 12, 2024, in the area of Howard and Riverside. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2024-20060204 (Pending Criminal Investigation):** Incident 2024-20060204 took place on March 31, 2024, in the 1800 block of West Dean. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20073072 (Pending Criminal Investigation):** Incident 2024-20073072 took place on April 18, 2024, in the 2000 block of W Longfellow. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

2023

From January 1 – December 31, 2023, there were two deadly force incidents.

- **Incident 2023-20088146 (Pending Administrative Investigation):** Incident 2023-20088146 took place on May 10, 2023, in the area of 5th and Browne. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs is conducting an administrative investigation.
- **Incident 2023-20238146 (Pending Criminal Investigation):** Incident 2023-20238146 took place on December 3, 2023, in the 9200 block of Colton Street. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

2022

From January 1- December 31, 2022, there were five deadly force incidents.

- **Incident 2022-20012711 (Closed)**
- **Incident 2022-20134271 (Pending Administrative Investigation):** 2022-20134271 took place on August 3, 2022, in the area of 2nd and Sheridan. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified.
- **Incident 2022-20156670 (Pending Administrative Investigation):** 2022-20156670 took place on September 4, 2022, in the area of 2900 E. Wabash Avenue. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified.
- **Incident 2022-20184192 (Pending Prosecutor Review):** 2022-20184192 took place on October 16, 2022, in the area of 100 S Cedar. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2022-20214924 (Closed)**



Sector Updates

Adam Sector (Northwest)

Recent News: Spokane Police respond to a high volume of calls of persons with a weapon.

Spokane Police officers responded to 20 calls regarding someone with a weapon between Friday - 8/1/24 and Sunday - 8/4/24. While the calls were generally unrelated, they show the number of volatile, dangerous incidents officers respond to on a regular basis. For comparison, the number of persons with a weapon calls during the same time frame one month ago, during the first weekend of July, was 11. These calls are high priority calls because of the inherent danger of such incidents.

One of the noted calls came on 8/2/24 when patrol responded to a report of a person with a weapon and multiple callers reported an argument that resulted in the discharge of a firearm in the 1200 block of W. Fairview. Responding officers learned an altercation took place at the address which resulted in an involved female threatening a couple with a knife. The male of the couple relayed he shot a warning round into the ground after the female threw a knife at his wife, narrowly missing her. A shell casing was located, and no one was injured from the discharged firearm. Probable cause was determined to arrest the female with the knife for 2 counts of Felony Harassment.

Isabelle E. Karst (22) was booked into the Spokane County Jail and had a first court appearance yesterday. Probable cause was established to charge her with 1 count of 2nd Degree Assault and 1 count of 4th Degree Assault. She was released on her own recognizance.

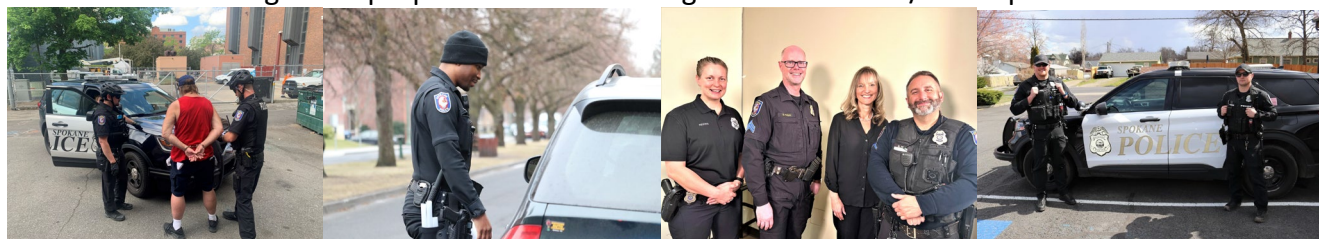
Baker Sector (Northeast)

Park Enforcement is a Success

Captain Shawn Kendall reports that focused enforcement of parks is having a positive response. He assigned officers to each park in the Baker sector. Officers are educated on the history of violence in each park and residents' quality of life concerns. Captain Kendall explains, "Our primary goal is to impact the number of violent calls for service that occur in these locations. Enforcement on after-hours attendance of the parks is critical, as most of the violent CFS have occurred during nighttime hours." Over the summer, officers have made dozens of proactive contacts, educating people about park hours, arresting those involved in criminal activity, and apprehending people with outstanding warrants. Due to the enforcement, these parks have experienced less violent crime than many areas in the city. In July 2024, calls for service in all Baker parks are down compared to July 2023. Officer-initiated activity in parks is three times higher compared to July 2023.

Nuisance Properties

Baker Sector is working on 15 properties in various stages of abatement/cleanup.



Recent News: Arrests made in shooting.

On July 17th, 2024, SPD responded to a residence in the 2900 block of East Joseph Ave on a report of a shooting. The residents/victims advised several unknown subjects came to their door, demanding money. The victims did not know the suspects and attempted to explain to them they had the wrong house. The suspects assaulted the victims by spraying them with mace/pepper spray before walking away. The victims then advised law enforcement they heard gunshots before the suspects finally left. Officers obtained information as to the description of the vehicle the suspects left in.

The information on the suspect vehicle led up to the events that took place on July 19th as officers recognized the vehicle from the July 17th shooting and attempted to stop it before it fled and struck an SPD SWAT vehicle in the area of Oak and Carlisle, injuring multiple officers and a K9. Through the investigation into the collision and the occupants of the suspect vehicle, Major Crimes Detectives (MCU) and the Violent Crimes Task Force (VCTF) were able to identify several suspects in the shooting on Joseph Ave. Officers arrested them. JoJo Doney (42) was booked for two counts of 3rd Degree Assault and one count of 2nd Degree Assault. Joseph R. Bailey (46) was also booked for two counts of 3rd Degree Assault and one count of 2nd Degree Assault.

Wanted DV suspect in custody after fleeing officers during attempted traffic stop.

On July 31, 2024, at 6:46pm, an SPD Patrol Sergeant observed a motorcycle in the area of Indiana and Perry with an expired vehicle registration. The motorcycle fled as the officer attempted to make a traffic stop. The Sergeant made no attempt to chase the motorcycle due to safety concerns. The male operating the motorcycle lost control while driving at a high rate of speed and crashed a short distance away. Medics responded and the male was transported to a local hospital for treatment of minor injuries. Upon learning the identity of the male, it was discovered he was wanted for a felony domestic violence incident that took place roughly two weeks prior.

On July 17th, officers responded to the area of 900 E Queen after 911 was contacted by a female advising she had been assaulted. SPD contacted her and learned she had been burned by her boyfriend during an altercation. Officers observed an injury to her face that was consistent with burn injuries. The victim advised her boyfriend held a lit cigarette against her face, causing injuries. The suspect then left the residence before officers arrived and was not located. It was also discovered that the female was part of a DV protection order that prohibited the male from being around her. Officers completed charging documents that were forward to the court at that time.

After receiving treatment at a local hospital, the male was taken into custody. Brandon L. Biles (38) was transported to the Spokane County Jail and booked for a felony violation of a Domestic Violence Protection Order as well as two counts of 4th Degree Assault-Domestic Violence. Additional charges will be forthcoming.

Drive By shooting suspect taken into custody

On June 10, 2024, just before 11pm, Spokane Police responded to the area of 400 E Empire on a report of a shooting. Officers contacted multiple people at the home and were advised that several subjects arrived in a vehicle. The residents recognized them, and a physical fight quickly ensued. One of the males who arrived in the vehicle, produced a firearm and shot at one of the residents. The suspect fired the weapon several more times before leaving. None of the residents were struck by gunfire. Officers were provided information as to the identity of the male who had the gun.



Detectives with SPD's Major Crimes Unit (MCU) and the Violent Crimes Task Force (VCTF) took over the investigation and began efforts to locate the suspect. On August 1st, VCTF located the suspect at a residence in North Spokane County and multiple specialty units to include SPD SWAT and Hostage Negotiators responded to the home. The area was quickly closed off as the home was surrounded.

The occupants of the home exited and were taken to a safe area. A short time later, the suspect in the shooting walked out to law enforcement and was taken into custody without incident. Blaze L. Kenson (19) was booked into the Spokane County Jail for Drive By Shooting.

Charlie Sector (South)

Recent News: SPD arrests two suspects in a Sunday morning drive-by shooting.

On 8/04/24 at about 3am, Spokane Police responded to a shooting call in the 1400 block of E. 7th Ave. Officers arrived to find a woman with a gunshot wound to her leg. Medics treated her on scene and transported her to a local hospital with non-life-threatening injuries. The investigation revealed two people were seen at the location, one with a gun, who left in a dark colored vehicle. Officers discovered a bullet hole in the wall of a residence that appeared to be the entry point for the bullet that hit the woman. Children were sleeping in the residence when the shot entered the home. A neighboring residence was also penetrated by gunfire as residents slept there. Additional bullet holes were found including one in a vehicle in the parking lot of the building and shell casings were located. Officers identified a suspect vehicle after speaking with witnesses and victims and reviewing evidence.

Additional officers were following up on the shooting later in the morning when one alert officer made a connection with a DUI arrest also that morning. Officers had responded to a DUI call in the 900 block of E. 2nd Ave where they found a male passed out in a vehicle with an empty, stolen handgun next to him. Further investigation revealed the male arrested for DUI was a shooting suspect in the drive-by. Follow-up work by patrol officers on Sunday afternoon took them to an apartment in the 600 block of S. Richard Allen Court where they located the second drive-by suspect and took him into custody without incident.

Jonathan Tokwia (35) was booked into the Spokane County Jail on 6 counts of 1st Degree Assault, 1 count of Drive-by Shooting, and 1 count of 1st Degree Unlawful Possession of a Firearm. Jacob K. Milne (18) was booked for 6 counts of 1st Degree Assault, 1 count of Drive-by Shooting, 1 count of 4th Degree Assault, and 1 count of 1st Degree Unlawful Possession of a Firearm.

Both Tokwia and Milne are convicted felons. Tokwia is being held on \$750,000 bond – Milne on \$500,000.



David Sector (Downtown)

SPD arrests man who exposed himself at a Downtown hotel and attempted to grab a young girl.

On Saturday evening 8/3/24 at around 6pm, SPD officers responded to reports of a male exposing himself in the parking lot area of a hotel in the 900 block of W. 3rd Ave. Responding officers learned the male had been causing problems at the hotel all day including throwing rocks at windows. He eventually left but came back later and multiple witnesses report he exposed and fondled himself by a number of cars. The owner of one vehicle reported the man broke into his vehicle where he continued his lewd behavior. During the investigation it was determined the male then approached a young girl sitting on the balcony of a room, moved toward her at a quick pace and reached through the balcony railing toward her. The girl's father saw the man's actions and ran toward him yelling at him. The young girl, who expressed she was very scared when the man came at her, was able to run back inside her family's room. The man then left.

As officers completed their investigation, a male fitting the description of the suspect returned to the hotel parking lot. Officers identified themselves and ordered the suspect to stop but he took off running. After a brief chase and resistance to arrest by the suspect, officers were able to handcuff him. They discovered a substance consistent with methamphetamine on the suspect. When in the patrol car, the suspect made lewd comments regarding the young girl, indicating sexual motivation.

Jody D. Cochran (39) was booked into the Spokane County Jail and is charged with Felony Indecent Exposure with Sexual Motivation, 4th Degree Assault with Sexual Motivation - related to his actions toward the girl, Vehicle Prowling with Sexual Motivation, and Resisting Arrest. Cochran is a 6-time convicted felon with convictions including Assault, Robbery, and Possession of a Controlled Substance. Additionally, he has 12 gross misdemeanor convictions to include Failure to Register as a Sex Offender, and 4 misdemeanor convictions including Indecent Exposure and Criminal Trespass.

SPD arrests woman in Downtown stabbing

On 8/11/24 at 11:30pm police responded to a call of a stabbing in the 100 block of W. 2nd Ave. Officers arrived to find a male being treated by medics with AMR (American Medical Response) who were in the area when the male approached them stating he had been stabbed. The victim was transported to the hospital with serious injuries. Officers learned that the victim was in an alleyway near the Brown St. Viaduct when he randomly encountered a female and male with whom he briefly shared an apartment. The three got into an altercation and the male punched the victim. The victim then threw his backpack at the couple with the intent of giving it to them so they would leave him alone. Instead, according to the investigation, the female pulled a knife from the victim's backpack and stabbed him. The victim ran to the nearby AMR truck for help. Officers searched for the area for the suspect but were unable to locate her. The next morning, 8/12/24, Downtown Precinct officers, familiar with the suspect who frequents the Downtown area, located her and booked her into jail. Lavender L. Port (21) faces charges of 1st Degree Assault.



Behavioral Health Unit (BHU) Update

The Behavioral Health Unit is a regional unit staffed with three Spokane County Sheriff's Office deputies, three SPD officers, an SPD sergeant, and three co-deployed mental health clinicians.

July 2024 BHU Stats:

- Calls for service by BHU: 451 (includes Crisis, Suicidal, and Check Welfare.)
- Total time on-scene for calls for service: 16,282 minutes.
- Contacts of a person in crisis: 297
- 1.7% of contacts resulted in an arrest.
- 72% of calls resulted in an outcome other than jail or the hospital.
- 18% of calls ended in an involuntary detention.

Anecdotal story about BHU:

An officer contacted a young man in February 2024 via Compassionate Addiction Treatment. He wanted treatment. The officer was not able to get him a bed but followed up with him the next day. The man had gone to court but still needed treatment. He was under DOC supervision and had an agreement to go to SRSC. There were no beds. The officer steered him towards STARS and got him into the Cub House Program. The man was not initially on board, but he eventually agreed to go. The man looked "like death" when the officer took him to STARS.

After 90 days of in-patient treatment, the man was able to succeed with sobriety. Currently, he is finishing up his credentials for Peer Support. He works for Compassionate Addiction Treatment now as a case worker. He has used BHU multiple times to assist get people into treatment and he can tell his story of how the Behavioral Health Unit greatly assisted him.

National Night Out Against Crime

SPD Staff and Volunteers enjoyed attending National Night Out celebrations all over town with other City leaders.



Spokane Eastside Reunion Community Celebration 2024

SPD Volunteers enjoyed interacting with the community at Underhill Park for the Spokane Eastside Reunion Association (SERA) Community Celebration. Kids loved checking out the police vehicle and equipment.



SPD Volunteers at Community Events

Spokane Police Department volunteers at the Hillyard Street Fair.



Police Activities League (PAL)

SPD's 2024 Police Activities League (PAL) Season ended on August 8, 2024. The PAL program was created in 2013 to help build trusting relationships between at-risk youth and local law enforcement. PAL offers positive programs such as soccer, football, basketball, lawn games, art activities, and educational activities. Youth enjoy presentations from various Spokane Police specialty units (K9, SWAT, Drone Unit), Spokane C.O.P.S. Mounted Patrol Unit (horses), and nutrition education and fresh fruit. The Drug Enforcement Administration provides martial arts. PAL is made possible by partnerships with many organizations. PAL allows police officers and community leaders the opportunity to mentor youth and provide education (e.g., drug and alcohol education, STEM, safety education).

The PAL program is made possible by the Spokane Police Foundation and a grant from Spokane Parks Foundation. SPD is grateful for the many community volunteers who help with PAL. Numerica, Providence, Garco, WSU, Acme Concrete, and ESD 101 contribute volunteers, in addition to the many SPD volunteers.



2024 SPD Police Activities League (PAL) Statistics

<p>357 Unduplicated youth</p>		<p>98% Youth surveyed agreed that PAL helped them trust officers</p>
	<p>Core Values Respect Honesty Leadership Sportsmanship Integrity</p>	
<p>648 SPD staff & volunteer hours</p>		
	<p>65 Community volunteers</p>	
	<p>396 Community volunteer hours</p>	
<p>97% Effectiveness in drug education, according to youth surveys</p>		

"Serving our community with Integrity, Professionalism, and Compassion"



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Information Only

Date Rec'd

8/29/2024

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)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - UNIFORM OVERTIME REPORT

Agenda Wording

Monthly Police & Fire Overtime Report

Summary (Background)

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended August 17th, 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 \$ #

\$ #

\$ #

Uniform OT thru period ended August 17th

Fund	2024 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	7,663,728	4,991,700	4,325,592	666,108
Public Safety & Judicial Grants	412,985	268,994	80,890	188,104
Public Safety Personnel Fund	14,000	9,119	61,309	(52,190)
Police TOTAL	8,090,713	5,269,813	4,467,791	802,023
Fire/EMS	4,100,000	2,670,498	3,762,893	(1,092,395)
Public Safety Personnel Fund	123,600	80,506	128,986	(48,480)
Fire TOTAL	4,223,600	2,751,004	3,891,879	(1,140,875)

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9th, 2024
Submitting Department	Police/Fire
Contact Name	Kevin Schmitt
Contact Email & Phone	kschmitt@spokanecity.org 625-6387
Council Sponsor(s)	Councilmembers Dillon, 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)	Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts.
*use the Fiscal Impact box below for relevant financial information	Actual overtime costs incurred through the period ended August 17 th , 2024. Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.
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 checked="" 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 checked="" 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)	
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?

Public Safety and Community Health Committee

Julie O'Berg, Fire Chief





Staffing Report

- Current Relief Pool = 17
- CARES job specs posted. Interviews by end of month





Overtime \$ Status

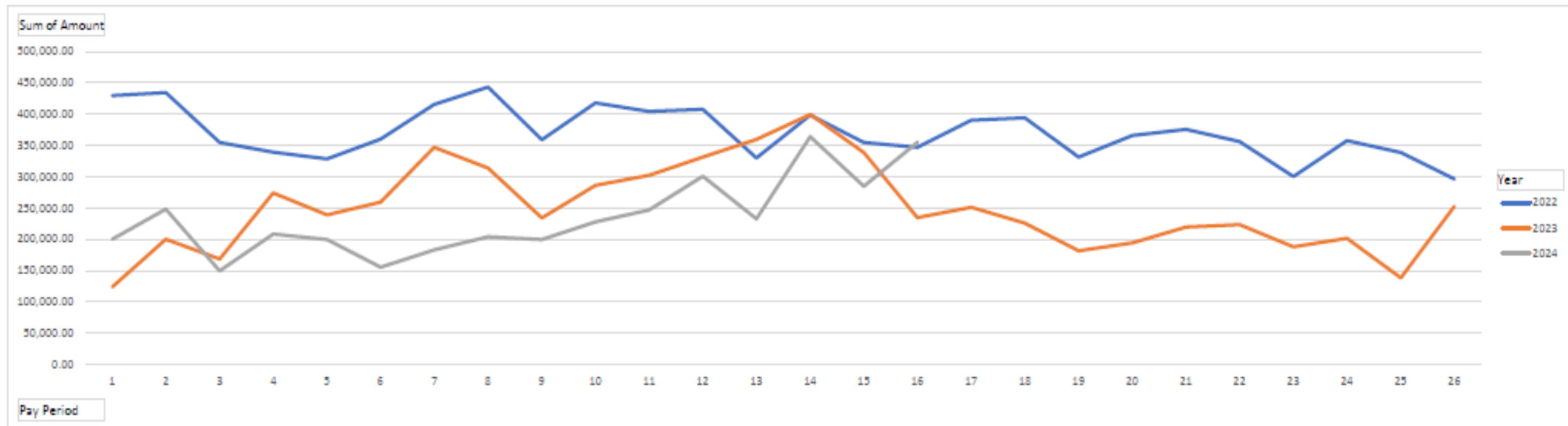
Uniform Overtime

2024 is 15% lower than the same time last year

Pay Period 16

End of FLSA period

87.8% Annual OT budget expended (61.3% through budget year) **+26.5%**



August 2024 Response Metrics



RESPONSE METRICS

5,084

Incident Volume

↑ 0
from prev mth.

13,085

Response Volume

↑ 0
from prev mth.

RESPONSE PERFORMANCE

89.6%

1st Due Performance

↓ 0.1%
from prev mth.

179

1st Due Overgoals

↓ 19
from prev mth.

RESPONSE TIMES - ALL TIMES LISTED AS 90TH PERCENTILE

8m35s

Total Response

↑ 02s
from prev mth.

45s

Dispatch

↑ 01s
from prev mth.

2m

Turnout (Performance)

↑ 04s
from prev mth.

6m13s

Travel

↓ 02s
from prev mth.

August 2024 Overdose Data



Patients Treated with Narcan

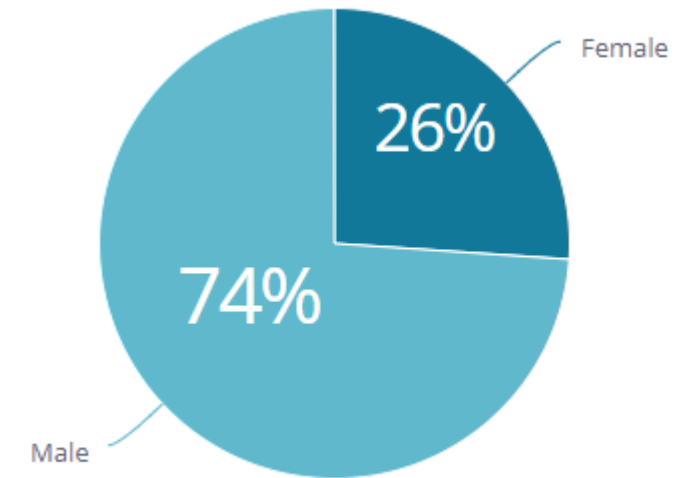
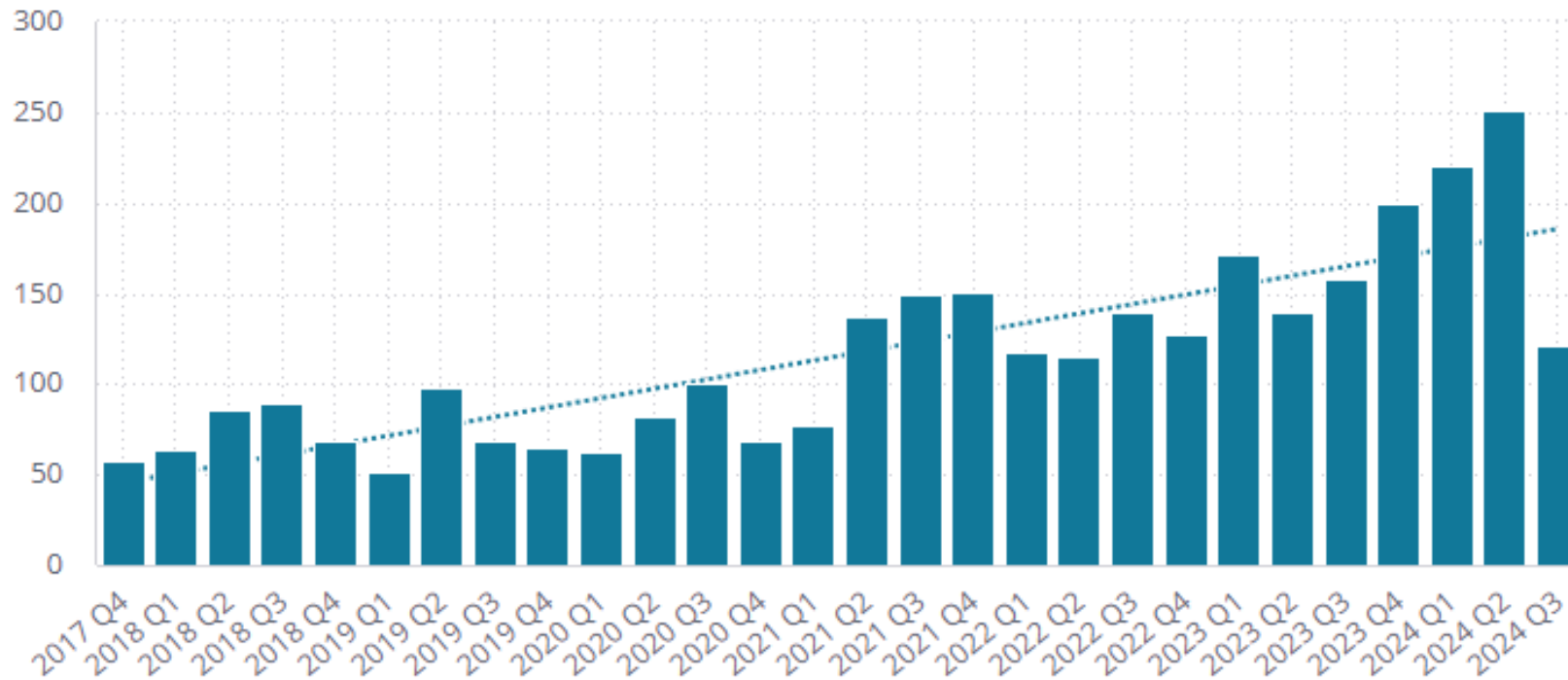
49

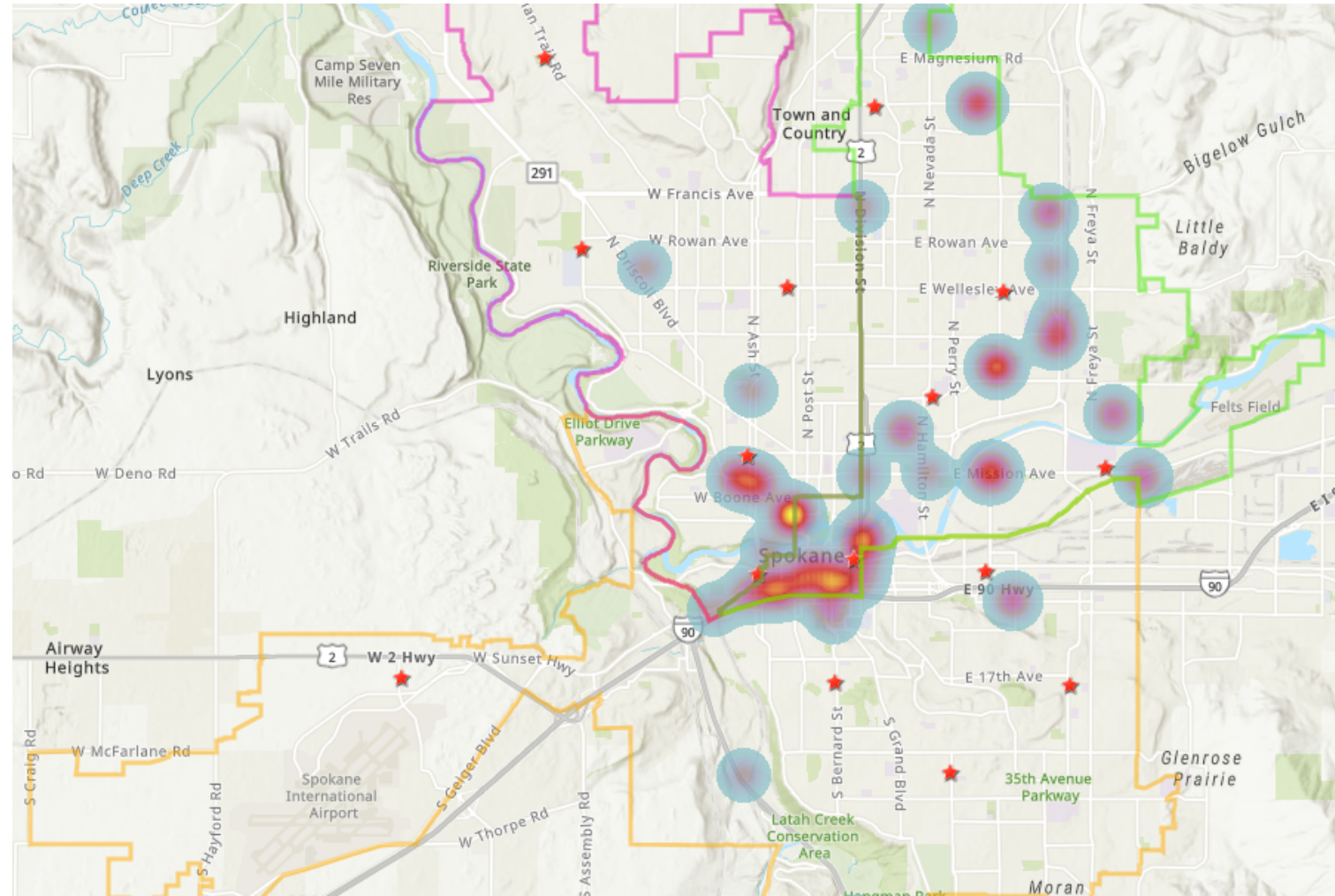
Average Patient Age In Years

40.55

Patients Transported to the ED

29





August 2024 Overdose Heat Map



Ongoing Initiatives

- *CARES Social Worker Positions progressing. Interviews end of month*
- *Station 1 HVAC Project (ARPA) – progressing*
- *STARS Car50 procurement (ARPA) - working with STARS on specifics. Progressing well*
- *Preparing for legislative session, defining state and federal priorities specific to fire and EMS needs*
- *6th Annual Junior Fire Academy – September 14 1030-1230 at River Park Square*
- *Department wide Extrication Training Focus*

Total Cases

City of Spokane Fire Department - WA

All Time

145

Total Overtime Savings Estimate

City of Spokane Fire Department - WA

All Time

\$

1711258

On Duty

City of Spokane Fire Department - WA

All Time

56

Off Duty

City of Spokane Fire Department - WA

All Time

55



Courtesy

City of Spokane Fire Department - WA

All Time

34

Of Wait Day Saved

City of Spokane Fire Department - WA

All Time

3428

Total Cases To MD

City of Spokane Fire Department - WA

All Time

128

Total Cases To Imaging

City of Spokane Fire Department - WA

All Time

80

Total Cases To Physical Therapy

City of Spokane Fire Department - WA

All Time

29

Total Cases To Surgery

City of Spokane Fire Department - WA

All Time

29



ROI Calculation

- 1) Days Saved = Average Wait - Days to Appointment
- 2) Backfill Months Saved = Days Saved / 28
- 3) Overtime Shifts Saved = Backfill months * # shifts per month



Feature title

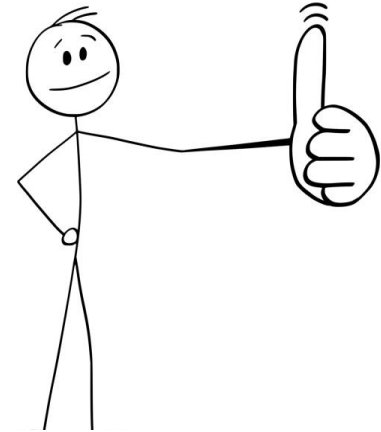
- 4) Overtime Backfill Saved = Shifts Saved * Overtime Backfill
 - 5) Total Overtime Savings = Sum of Overtime Saved for Given Time Period
- ** Courtesy Cases are not included in Overtime Savings



SFD Kudos

A department wide kudos to SFD Operations Division and Training Division. This has been an extremely busy fire season for wildland interface in the county.

The crews have done an outstanding job of mitigating these incidents effectively and efficiently with minimal loss or injury. The training efforts provided from the Training Division to better hone our urban interface skills have paid off with significant dividends.



Public Safety and Community Health Committee

Julie O'Berg, Fire Chief





JULIE O'BERG
FIRE CHIEF

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MONTHLY FIRE DEPARTMENT BRIEF

Staffing

- Relief pool = 17
- CARES job specs completed/posted

OT

- PP 16
 - 15% lower than 2023
 - 26.5 % **over** 2024 budget for period
 - Overall trend is growing

Response Metrics

- August
 - 5084 Incidents (~)
 - Total Response Time (TRT) @ 90% = 8:35 (+02 seconds)
 - Turnout Time @ 90% = 2:00 (+04 seconds)

On-going Initiatives

- Operations/EMS
 - Ambulance Transport RFB preparation
 - CARES expansion progressing
- Training
 - Extrication Focused Training – Job Wide
- Administration
 - ARPA funds completion (HVAC & Car50)
 - Continued Budget Planning
- Community Risk/Public Education
 - 6th Annual Junior Fire Academy - 9/14/2024 @ River Park Square

SFD Kudos





JULIE O'BERG
FIRE CHIEF

A department wide kudos to SFD Operations Division and Training Division. This has been an extremely busy fire season for wildland. The crews have done an outstanding job of mitigating these incidents effectively and efficiently with minimal loss or injury. The training efforts provided from the Training Division to better hone our urban interface skills have paid off with significant dividends.



Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0560-ACCEPTANCE OF AWARD FROM AOC FOR COMMUNITY C

Agenda Wording (630 character max)

Summary (Background) (870 character max)

Fiscal Impact

Budget Account

Expen ▼ \$10,000 #1360-91225-12510-54101-99999

Reven ▼ \$282,500 #1360-91225-99999-33412-99999

Distribution List

Howard Delaney hdelaney@spokanecity.org	
Amy Harte aharte@spokanecity.org	
Sarah Thompson sthompson@spokanecity.or	

Save **Cancel**

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #**Cross Ref #**

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR COMMUNITY COURT

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Community Court program from July 1, 2024, through June 30, 2025. SBO went to Public Safety Committee on 8/12/24.

Summary (Background)

Community Court received \$282,500 to support: • Personnel costs: \$260,000 • Staff equipment and technology: \$2,500 • Team travel and training: \$10,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 282,500

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match is required.

Amount**Budget Account**

Expense \$ 200,000

1360-91225-12510-51991-99999

Expense \$ 60,000

1360-91225-12510-52991-99999

Expense \$ 2,500

1360-91225-12510-53502-99999

Expense \$ 10,000

1360-91225-12510-54404-99999

Expense \$ 10,000

1360-91225-12510-54101-99999

Revenue \$ 282,500

1360-91225-99999-33412-99999



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Community Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Community Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>Community Court received \$282,500 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$260,000 • Staff equipment and technology: \$2,500 • Team travel and training: \$10,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000
<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>Click or tap here to enter text.</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

INTERAGENCY AGREEMENT – IAA25092
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-COMMUNITY COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Community Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$282,500.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$282,500.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$282,500.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$260,000.00
Staff Equipment & Technology	\$2,500.00
Team Training/Travel	\$10,000.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$282,500.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024
Signature *Date*

Howard Delaney 6/26/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver's license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0560-ACCEPTANCE OF AWARD FROM AOC FOR DRUG COURT

Agenda Wording (630 character max)

Summary (Background) (870 character max)

Fiscal Impact

Budget Account

Reven ▾ \$86,000 #1360-91227-99999-33412-99999

Select ▾ \$ #

Distribution List

Howard Delaney hdelaney@spokanecity.org	
Amy Harte aharte@spokanecity.org	
Sarah Thompson sthompson@spokanecity.or	

Save

Cancel

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #**Cross Ref #**

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR DRUG COURT IAA25093

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Drug Court program from July 1, 2024, through June 30, 2025. SBO went to Public Safety Committee on 8/12/24.

Summary (Background)

Drug Court received \$86,000 to support: • Personnel costs: \$80,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 86,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match is required.

Amount**Budget Account**

Expense \$ 65,000 # 1360-91227-12510-51991-99999

Expense \$ 15,000 # 1360-91227-12510-52991-99999

Expense \$ 1,000 # 1360-91227-12510-53502-99999

Expense \$ 5,000 # 1360-91227-12510-54404-99999

Revenue \$ 86,000 # 1360-91227-99999-33412-99999

Select \$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARTE, AMY
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

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Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Drug Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Drug Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>Drug Court received \$86,000 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$80,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$5,000
<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>Click or tap here to enter text.</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</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>Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant’s criminal behavior,</p>	

substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

**INTERAGENCY AGREEMENT – IAA25093
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DRUG COURT
FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Drug Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$86,000.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$86,000.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$86,000.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$80,000.00
Staff Equipment & Technology	\$1,000.00
Team Training/Travel	\$5,000.00
Treatment Services	\$0.00
Recovery supports	\$0.00
Other Direct Costs	\$0.00
Total Amount	\$86,000.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

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In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

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A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver's license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0560-ACCEPTANCE OF AWARD FROM AOC FOR DUI COURT

Agenda Wording (630 character max)

Summary (Background) (870 character max)

Fiscal Impact

Budget Account

Reven ▼ \$76,350 #1360-91228-99999-33412-99999

Expen ▼ \$\$7,500 #1360-91228-12510-54201-99999

Distribution List

Howard Delaney hdelaney@spokanecity.org

Amy Harte aharte@spokanecity.org

Sarah Thompson sthompson@spokanecity.or

Save **Cancel**

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #**Cross Ref #**

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR DUI COURT IAA25094

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the DUI Court program from July 1, 2024, through June 30, 2025. SBO went to Public Safety Committee on 8/12/24.

Summary (Background)

DUI Court received \$76,350 to support: • Personnel costs: \$54,950 • Staff equipment and technology: \$500 • Team travel and training: \$13,400 • Treatment Services: \$2,500 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 76,350

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match required.

Amount**Budget Account**

Expense \$ 44,950

1360-91228-12510-51991-99999

Expense \$ 10,000

1360-91228-12510-52991-99999

Expense \$ 500

1360-91228-12510-54101-99999

Expense \$ 13,400

1360-91229-12510-54404-99999

Revenue \$ 76,350

1360-91228-99999-33412-99999

Expense \$ 7,500

1360-91228-12510-54201-99999



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARTE, AMY
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

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kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for DUI Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the DUI Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>DUI Court received \$76,350 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$54,950 • Staff equipment and technology: \$500 • Team travel and training: \$13,400 • Treatment Services: \$2,500 • Recovery Supports: \$5,000
<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>Click or tap here to enter text.</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

**INTERAGENCY AGREEMENT – IAA25094
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DUI COURT
FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DUI Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$76,350.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$76,350.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$76,350.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$54,950.00
Staff Equipment & Technology	\$500.00
Team Training/Travel	\$13,400.00
Treatment Services	\$2,500.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$76,350.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024
Signature *Date*

Howard Delaney 6/26/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
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04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

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- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u></p> <p>Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 0560-ACCEPTANCE OF AWARD FROM AOC FOR DVIT COURT

Agenda Wording (630 character max)

Summary (Background) (870 character max)

Fiscal Impact

Budget Account

Expen ▼ \$10,000 #1360-91226-12510-54101-99999

Reven ▼ \$251,550 #1360-91226-99999-33412-99999

Distribution List

Howard Delaney hdelaney@spokanecity.org	
Amy Harte aharte@spokanecity.org	
Sarah Thompson sthompson@spokanecity.or	

Save **Cancel**

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #**Cross Ref #**

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR DVIT COURT IAA25095

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Domestic Violence Intervention Treatment Court (DVIT Court) program from July 1, 2024, through June 30, 2025. SBO on Public Safety Committee 8/12/24.

Summary (Background)

DVIT Court received \$251,550 to support: • Personnel costs: \$227,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$13,550 • Treatment Services: \$5,000 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 251,550

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match is required.

Amount**Budget Account**

Expense \$ 177,000

1360-91226-12510-51991-99999

Expense \$ 50,000

1360-91226-12510-52991-99999

Expense \$ 1,000

1360-91226-12510-53502-99999

Expense \$ 13,550

1360-91226-12510-54404-99999

Expense \$ 10,000

1360-91226-12510-54101-99999

Revenue \$ 251,550

1360-91226-99999-33412-99999



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARTE, AMY
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Domestic Violence Intervention Treatment Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Domestic Violence Intervention Treatment Court (DVIT Court) program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>DVIT Court received \$251,550 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$227,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$13,550 • Treatment Services: \$5,000 • Recovery Supports: \$5,000
<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>Click or tap here to enter text.</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

**INTERAGENCY AGREEMENT – IAA25095
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DVIT COURT
FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DVIT Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$251,550.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$251,550.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$251,550.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$227,000.00
Staff Equipment & Technology	\$1,000.00
Team Training/Travel	\$13,550.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$251,550.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Washington State Administrative
Office of the Courts

Court

Dawn Marie Rubio 7/11/2024
Signature Date

Howard Delaney 7/11/2024
Signature Date

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #**Cross Ref #**

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AOC AWARD FOR VETERANS COURT IAA25096

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Veterans Court program from July 1, 2024, through June 30, 2025. SBO went to committee on 8/12/24.

Summary (Background)

Veterans Court received \$16,400 to support: • Staff equipment and technology: \$400 • Team travel and training: \$6,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 16,400

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match required.

Amount**Budget Account**

Expense \$ 400 # 1360-91229-12510-53502-99999

Expense \$ 10,000 # 1360-91229-12510-54101-99999

Expense \$ 6,000 # 1360-91229-12510-54404-99999

Revenue \$ 16,400 # 1360-91229-99999-33412-99999

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Veterans Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Veterans Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>Veterans Court received \$16,400 to support:</p> <ul style="list-style-type: none"> • Staff equipment and technology: \$400 • Team travel and training: \$6,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000
<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>Click or tap here to enter text.</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

INTERAGENCY AGREEMENT – IAA25096
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-VETERANS COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Veterans Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$16,400.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$16,400.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$16,400.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$0.00
Staff Equipment & Technology	\$400.00
Team Training/Travel	\$6,000.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$16,400.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024
Signature *Date*

Howard Delaney 6/26/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd 8/27/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept MUNICIPAL COURT

Bid #

Contact Name/Phone SARAH 509-625-4146

Requisition #

Contact E-Mail STHOMPSON@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) PDILLON MCATHCART LNAVARRETE

Agenda Item Name 0560-ACCEPTANCE OF AWARD FROM OJP TO SUPPORT DRUG COURT AND

Agenda Wording

Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of a Drug Court and to support an expansion to Community Court from October 1, 2024, through September 30, 2028.

Summary (Background)

The funding will support the creation and implementation of a Drug Court and provides for an expansion to Community Court to support the substance use related cases. The funding will support over the next 4-years: Training and Travel: \$55,800 Professional Services: \$860,000 Security: \$40,000 Transportation: \$26,200 A Special Budget Ordinance will be forthcoming upon acceptance of this award.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 982,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The OJP award does not require a match. The funding cannot supplant existing funds.

Amount

Budget Account

Expense \$ 55,800 # 1360-91330-12510-54404-99999

Expense \$ 860,000 # 1360-91330-12510-54101-99999

Expense \$ 40,000 # 1360-91330-12510-54920-99999

Expense \$ 26,200 # 1360-91330-12510-54409-9999

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	O'SULLIVAN, KRISTIN
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of Award from OJP to support Drug Court and Community Court expansion
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>Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of a Drug Court and to support an expansion to Community Court for substance use related cases from October 1, 2024, through September 30, 2028, in the amount of \$982,000 for the below cost categories:</p> <ul style="list-style-type: none"> • Training and Travel: \$55,800 • Professional Services: \$860,000 • Security: \$40,000 • Transportation: \$26,200 <p>Training and Travel will allow the team to observe a mentor court in Detroit, MI in-person within the first year of the award. This cost category will also support the Drug Court team to attend the national AllRise adult treatment court annual conference.</p> <p>Professional Services encompasses treatment, housing, and drug and alcohol testing. Treatment will include substance use, co-occurring, and medication-assisted treatment services. Financial assistance will be available for housing support for participants completing an inpatient treatment program by covering the move-in cost and up to 3-months' rent assistance. Drug and alcohol testing will be mandatory in Drug Court and will adhere to the national treatment court best practice standards.</p> <p>Security will be expanded by up to 4 hours each week as the Community Court team undergoes an expansion to support the substance use related cases.</p> <p>Transportation support will allow bus passes, ride share, and taxi transportation services for court, drug and alcohol testing, treatment and other court related requirements.</p> <p>A Special Budget Ordinance will be forthcoming upon acceptance of this award.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Total Cost: \$982,000

Current year cost:

Subsequent year(s) cost:

Narrative: The OJP award does not require a match for the award. The funding cannot supplant existing funds.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? This funding source is to support Drug Court and the Community Court expansion October 1, 2024 through September 30, 2028.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) No match required.

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

What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient

SPOKANE, CITY OF
808 W SPOKANE FALLS BLVD

City State and Zip

SPOKANE, WA 99201

Recipient ID

PDNCLY8MYJN3

Project Name

Spokane Municipal Therapeutic Court

Order Number 15PBJA-24-GG-00216-BRND

Project Description

Federal Order Amount \$982,000.00

Federal Order Date 6/15/24

Ordering Agency

Office of Justice Programs
Bureau of Justice Assistance

Funding Instrument Code

Grant

Ordering Agency Category

Ordering Agency Code

16.753 - Congressionally Recommended Awards

Project Start Date 6/1/24

Project End Date 9/30/28

Order Start Date 6/1/24

Order End Date 9/30/28

Project Description

The Spokane Municipal Court seeks to create a Drug Court and expand the Community Court program to include a substance use track. The goals of Drug Court will be designed to address the highest level of case management and monitoring available for those suffering from substance use and co-occurring disorders. The goals will align with the mission to build stronger and safer neighborhoods by providing accountability with help for individuals involved in the criminal justice system to reduce and properly address quality-of-life offenses by utilizing a collaborative, problem-solving approach to crime. Spokane Municipal Court endeavors to hold participants accountable, address factors impacting participants' criminal behavior, provide access to local resources, address victim needs, and increase public confidence in the criminal justice system. Drug Court seeks to build on our other Therapeutic Courts that deal with similar populations. Spokane Municipal Court will partner with treatment agencies to provide substance use disorder treatment or co-occurring disorder treatment, trauma treatment, and medication-assisted treatment services. Spokane Municipal Court treats each participant individually and aims to provide all tools and resources for Drug Court participants to overcome any barriers.

Edward Eber

August 15, 2024

Dear Sarah Thompson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$982,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights | Office for Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding Executive

Executive Order
OJP - Categorical Exclusion

Executive Order

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

Executive Coordinator

Firmin
Orbin

Middleton

Anthony
Terry

Award Information

This award is offered subject to the conditions or information set forth in the Award Information, Financial Information and Award Conditions.

Recipient Information

Recipient Name
SPOKANE, CITY OF

EI
PDNCLY8MYJN3

Address
808 W SPOKANE FALLS BLVD

Address

City
SPOKANE

State
Washington

Zip Code
99201

Country
United States

Country

Province

Award Details

Federal Award Date
8/15/24

Award Code
Initial

Award Number
15PBJA-24-GG-00216-BRND

Agency Identifier
00

Federal Award Amount
\$982,000.00

Funding Instrument
Grant

Information regarding information program title
number

16.753 Congressionally Recommended Awards

Author Origin

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Procurement Information

This award is offered subject to the conditions or information set forth in the Award Information, Financial Information and Award Conditions.

Official Information

Awarding Agency

OJP

2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

Program Office

BJA

Identification Number

GRANT14142068

Grant Manager Name

Jeffrey Felten-Green

Phone Number

[202-514-8874](tel:202-514-8874)

Email Address

Jeffrey.Felten-Green@usdoj.gov

Reporting Office

Municipal Therapeutic Court

Performance Period Start

Date
10/01/2024

Performance Period End Date
09/30/2028

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2028

Reporting Description

The Spokane Municipal Court seeks to create a Drug Court and expand the Community Court program to include a substance use track. The goals of Drug Court will be designed to address the highest level of case management and monitoring available for those suffering from substance use and co-occurring disorders. The goals will align with the mission to build stronger and safer neighborhoods by providing accountability with help for individuals involved in the criminal justice system to reduce and properly address quality-of-life offenses by utilizing a collaborative, problem-solving approach to crime. Spokane Municipal Court endeavors to hold participants accountable, address factors impacting participants' criminal behavior, provide access to local resources, address victim needs, and increase public confidence in the criminal justice system. Drug Court seeks to build on our other Therapeutic Courts that deal with similar populations. Spokane Municipal Court will partner with treatment agencies to provide substance use disorder treatment or co-occurring disorder treatment, trauma treatment, and medication-assisted treatment services. Spokane Municipal Court treats each participant individually and aims to provide all tools and resources for Drug Court participants to overcome any barriers.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

Is award offered recipient on any condition or information for in the Award Information Information Financial Information and Award Condition

The recipient budget is currently under review.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Standard Condition

Individuals with limited English proficiency or **Individuals with limited English proficiency** in the **Standard Information** **Information** **Financial Information** and **Standard Condition**

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment

or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially

reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a

gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated

to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the

recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

52

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

53

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

ard cceance

Decaration and Cerification o e Dearen of ice a o cceance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agenc **rova**

Director of
Acting Assistant Attorney General

Chief of
Brent J. Cohen

Signed Date and Time
8/9/24 8:51 PM

Authorized Representative

Enrollment

Director of
Therapeutic Court Coordinator

Signed Date and Time



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/28/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept

MUNICIPAL COURT

Bid #

Contact Name/Phone

SARAH 509-625-4146

Requisition #

Contact E-Mail

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM TRAFFIC SAFETY COMMISSION FOR DUI

Agenda Wording

Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program October 1, 2024, through September 30, 2025, in the amount of \$180,000.

Summary (Background)

The award will support Professional Services which encompasses drug and alcohol testing, transportation services, and supplies. Drug and alcohol testing is a mandatory component of DUI Court and will adhere to the national treatment court best practice standards. Transportation assistance is provided to participants via bus passes to meet court obligations. Supplies are utilized by the DUI Court team during community outreach and engagement.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 180,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The Washington Traffic Safety Commission does not require a match for the award. The funding cannot supplant existing funds.

Amount

Budget Account

Revenue \$ 180,000

1360-91331-99999-33320-99999

Expense \$ 180,000

1360-91331-12510-54101-99999

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of Award from Traffic Safety Commission for DUI Court
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>Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program October 1, 2024, through September 30, 2025, in the amount of \$180,000 for the below cost categories:</p> <ul style="list-style-type: none"> • Professional Services: \$180,000 <p>Professional Services encompasses drug and alcohol testing, transportation services, and supplies. Drug and alcohol testing is a mandatory component of DUI Court and will adhere to the national treatment court best practice standards. Transportation assistance is provided to participants via bus passes to meet court obligations. Supplies are utilized by the DUI Court team during community outreach and engagement.</p> <p>A Special Budget Ordinance will be forthcoming upon acceptance of this award.</p>
<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>\$180,000</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The Washington Traffic Safety Commission does not require a match for the award. The funding cannot supplant existing funds.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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? This funding source is to support DUI Court October 1, 2024 through September 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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

The participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

2025-FG-5348-Spokane Municipal DUI Court

Project Tracking ID: 2025-FG-5348-
Spokane
Municipal DUI
Court **Date Submitted:** 08/21/2024
**Primary Contact/Project
Manager:** Sarah Thompson

Organization: Spokane
Municipal Court

Status: Under Review

Application 2025
Year:

Title:	Spokane Municipal DUI Court
Is Internal:	No
Approved Start Date:	10/01/2024
Approved End Date:	09/30/2025
Funding Source:	Federal
Program Area:	Impaired Driving

Project Description

This project summary will be used in the AGA. Include description of activities and affected communities.

For internal grants, at the end, list (or describe) the intended sub-recipients or sub-contractor.

This project supports the Spokane Municipal DUI Court by providing funding to pay for drug/alcohol testing, monitoring, and transportation for participants of the court who are indigent. This project also provides funding support for the Spokane Municipal Court for community engagement to expand public knowledge and gain support for the DUI Court program.

Project Locations

This is the location that the project benefits, for the AGA and AR. Be as specific as possible. List all locations, such as school, school district, city or county. If it is truly only statewide, enter "Statewide".

If statewide, but a map could provide additional details (such as the TZM map), enter "Statewide, see attachment" and upload the document below.

If exact locations of benefit are unknown before the grant year, describe the locations, such as "High Schools across Washington". Then update the locations

as they become known and change the "Location Updated after AGA" field to Yes.

City of Spokane

Authorizing Official (Person with contracting authority)

Expanded

First Name:	Howard	Last Name:	Delaney
Title:	Municipal Court Coordinator	Address:	1100 W Mallon Ave
City:	Spokane	State:	Washington
Zip Code:	99260	Phone #:	509-622- 4450
Email Address:	hdelaney@spokanecity.org	This organization accepts documents for e- signature:	Yes

Will this project include any paid advertising or media to support your goals?: No

What are the project costs you plan to cover with the requested grant funds?
Use the "Enter/Edit Budget" button below to enter your budget for each year by category. When done, click "Close" and click "Save Draft" to update view.
Use the Budget Narrative at the bottom of the page to provide more detailed narrative of your costs and to detail out any Equipment.

Enter/Edit Budget

Project Costs

Year 1

Budget Category	Description	Amount	Original Indirect Cost Percentage	Original Indirect Amount	Total Amount	If entered, apply IDC only to
Employee salaries and benefits		\$0.00	0.00%	\$0.00	\$0.00	
Travel (includes in-state and out-of-state travel)		\$0.00	0.00%	\$0.00	\$0.00	
Contract Services (Professional consulting or technical expertise to accomplish a specific study, task, or other work statement)		\$177,500.00	0.00%	\$0.00	\$177,500.00	
Goods and Services (examples: supplies, printing, postage, software, conference registration fees, etc. and purchased services that are routine in nature)		\$2,500.00	0.00%	\$0.00	\$2,500.00	

Equipment (detail items and unit costs in Project Equipment)	\$0.00	0.00%	\$0.00	\$0.00
Total	\$180,000.00		\$0.00	\$180,000.00

Total Dollar Amount: \$180,000.00

Budget Narrative

This will print on the IAA. Detail out costs not explained in the project cost table.

This grant will pay for drug testing fees for DUI Court clients, prioritizing, but not limited to, clients who are in phases 1-4 who do not have the financial means to pay for testing. This project will also pay for additional testing methods, monitoring services, and screening, at the discretion of the Judge. The sub-recipient has the authority to determine which tests and services to pay for with these funds, with the understanding that the funding may not cover all testing, monitoring or evaluation fees for the complete duration of this project.

Funding for this grant may also include, but is not limited to:

Testing, Monitoring, and Transportation: Total Funding - \$177,500

Testing – Urinalysis on all participants at a frequency that aligns with the 10 guiding principles best practice standards is required. Additional testing methods, such as transdermal patches and breath checks, are allowable on a case-by-case basis, as deemed necessary by the presiding judge.

Monitoring – ignition interlock and Electronic Home Monitoring (EHM) may be funded through this grant for indigent court participants using the participant screening policy that will be developed under goal 1.

Transportation – Bus passes for indigent court participants may be reimbursed for qualifying participants utilizing these services for DUI court-specific purposes, such as required court appearances and testing appointments. one-for-one bus vouchers will be provided, allowing for transportation support that limits use strictly for court and drug testing purposes.

Community Engagement: Total Funding: \$2,500

Community Engagement – printing costs associated with the courts annual DUI Court Townhall, community fairs, or other community education and outreach events.

Supporting Budget Documents

If grantee is charging above the de minimus rate of 10% indirect costs, the approved indirect rate must be uploaded here, after being approved by the Deputy Director.

Assistance Listing #: 20.616

FAIN #:

Eligible Use of Funds: Mid Testing and Implementing Technology for ID programs

Problem ID and/or Opportunity

Why is this project needed? Use data to explain the beliefs or behaviors that, if changed, will result in better outcomes. Include any PP&E that has contributed to this project.

Impaired driving continues to be the most common contributing factor in Washington's traffic fatalities, represented in nearly half of all traffic fatalities year after year (WTSC State of the State Brief #11, May 2023). From 2022-2023, the total number of fatal crashes in Washington State have increased 46%. In this same timeframe, Spokane County has seen a 61% increase in the number of impaired drivers involved in fatal crashes. 51% of all the fatal crashes in Spokane County involve an impaired driver. This is higher than the state average of 49%. Furthermore, Spokane County has a much higher-than average percentage of impaired drivers involved in pedestrian fatalities (24% vs. 15% statewide).

Impaired driving often stems from the driver having addictions to alcohol and/or impairing substances. These drivers are at a high risk of repeatedly driving while impaired – especially those drivers with prior DUI convictions. The likelihood of a driver with a prior DUI conviction becoming involved in a fatal car crash is 4.1 times that of a first-time DUI offender.

Treatment and intensive monitoring for high-risk impaired drivers is important. The DUI Court model is an NHTSA-approved countermeasure that has shown to have a positive impact in reducing impaired driving of successful participants. DUI Courts are one of the few countermeasures that provide the ongoing monitoring of these high-risk individuals that lead to strong reductions in impaired driving during the program, and long after graduation out of the program. According to the National Center for DWI Courts, DUI Court participants are 19 times less likely to reoffend (NCDC Impaired Driving Facts Sheet), while DUI Courts save taxpayers' money, improve public safety, and serve to change participants' thinking and behavior. DUI courts also reduce recidivism by 50% compared to traditional courts (National Center for DWI Courts).

This countermeasure is prioritized by the National Highway Traffic Safety Administration (NHTSA) and is a 4-star Countermeasure.

Project Purpose and Strategy

What is this project trying to achieve, and what countermeasure strategies are being employed? Examples might include strategies from Target Zero or Countermeasures that Work, or recommendations from a NHTSA assessment.

When referring to the organization, use SUB-RECIPIENT. When referring to WTSC, use AGENCY.

The purpose of the project is to:

Provide funding support for training and operations of the Spokane Municipal DUI court to provide testing, supervision and monitoring to high-risk impaired drivers (HRIDs) to prevent them from driving impaired by treating the root cause of their behavior: substance abuse disorder and/or mental illness.

Ensure that the Spokane Municipal Court is following the NCDC 10 guiding principles to demonstrate reduced DUI recidivism.

This grant aims to expand on the prior Municipal Court grant to support the indigent DUI court participant population more comprehensively with the transportation, monitoring, and testing resources needed to maximize their success in the program.

Strategies used:

Countermeasures That Work (2021): Strategy 3.1 DWI Courts (4-Star)

Countermeasures That Work (2021): Strategy 4.4 DUI Offender Monitoring (4-Star)

WTSC Impaired Driving Strategic Plan (2022): Support the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction.

Enter Goals

Enter the high-level goals using the button below, then "Save Draft". Enter Objectives and Measures for each of those goals using the buttons on each goal line.

When referring to the organization, use SUB-RECIPIENT (for a grant) or CONTRACTOR (for a vendor contract). When referring to WTSC, use AGENCY.

Enter/Edit Goals

Year 1 Goals	Anticipated or	Objective	Measures
	Actual Completion Date		

Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.	09/30/2025		
--	------------	--	--

Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.	09/30/2025
Expand knowledge of the DUI court program to the public through community engagement.	09/30/2025
Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.	09/30/2025

Goals, Objectives and Measures Display

Expanded

Goal: Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.

Objective	Objective Details
Develop participant screening policy to identify financial barriers to pay for urinalysis testing services.	Provide a policy or s
Conduct drug and alcohol screening of all DUI Court participants.	Conduct urinalysis deemed necessary
Provide analysis of testing results to WTSC each quarter.	Attach a summary r <ul style="list-style-type: none"> • Number and perce • Summary of test r • Number of DUI Co • Number/percenta

Measure
Number of DUI Court participants who are determined to be eligible for financial assistance for dru
Percentage of DUI Court participants receiving financial assistance who do not have a positive drug the reporting period.

Percentage of DUI Court participants eligible for financial support who are tested each quarter.

Total Number of DUI Court participants enrolled

Goal: Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.

Objective	Objective Details
Provide access to SCRAM or other in-home monitoring services for indigent DUI court participants, at the discretion of the presiding judge.	Abstinence is an important great way to monitor a p
Develop eligibility criteria for DUI court participants requiring continuous monitoring services.	WTSC grant funding for t to pay for it. The Spokane WTSC.
Provide ignition interlock services as recommended by the court.	

Measure

Number of DUI court participants who receive continuous monitoring services

Number of participants receiving ignition interlock services

Goal: Expand knowledge of the DUI court program to the public through community engagement.

Objective	Objective Details
Gain support for the DUI Court from judges, prosecutors, defense attorneys, probation officers, and the public.	WTSC has seen that enrollment inc meet with your stakeholder groups :
Conduct annual DUI Court Townhall meeting	Annual event focused on educating

Measure
Outreach – number of external stakeholders met with
Conduct annual DUI Court Townhall Event

Goal: Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

Objective	Objective Details
Provide transportation support for indigent DUI Court participants	Funding may be used for the purchase the purpose of court-related travel. Pr

Measure
Number of participants receiving transportation assistance

Expected Outcomes (not included on IAA)

Expanded

Use the language you developed in your logic model.

Short-term Outcomes (Skills, knowledge, and beliefs)

DUI Court staff understand NCDL’s 10 guiding principles for DWI courts.

DUI offenders who are indigent will believe that they have the option to enroll in the DUI Court program, despite not having the financial ability to pay for drug and alcohol screening.

DUI Court participants believe that they will undergo urinalysis testing at least weekly, regardless of financial ability to pay for these services.

DUI Court participants believe that they will face court sanctions if they use drugs or alcohol.

Intermediate Outcomes (Behaviors)

DUI Court is following NCDCC's 10 guiding principles for DUI Courts.

DUI Court participants are not using drugs or alcohol.

Long-term Outcomes (Crash Involvement)

Fewer crashes are caused by HRIDs in Spokane.

Projected Safety Impacts

Decreased deaths and serious injuries on our roadways due to impaired driving.

Under 2 CFR § 200.331(b), the WTSC is required to “evaluate each subrecipient’s risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for the purposes of determining the appropriate subrecipient monitoring.” The following questions will facilitate the agency’s efforts to gauge risk, document results, and implement appropriate monitoring levels throughout the course of the fiscal year should a grant award be made.

If you are unsure how to answer any of the following questions, your organization’s fiscal or accounting department is likely to have additional information. In rare cases where you are unable to answer the question, please select “No.”

Has the organization managed federal grants previously?

Yes

Has the organization managed federal grants awarded by the Washington Traffic Safety Commission previously?

Yes

Has the designated project manager managed federal grants previously?

Yes

Has the designated project manager managed federal grants awarded by the Washington Traffic Safety Commission previously?

Yes

Is this a continuation of another project?

Yes

No

Is the organization subject to a single audit in accordance with 2 CFR §200.507?

Non-federal entities that expend \$1,000,000 or more during the entity's fiscal year in Federal awards must have a single audit.

Check for audit reports and findings at these two sources: [Federal Audit Clearinghouse](#)
AND [Washington State Auditor Audit Search](#)

No

If the organization is not subject to a single audit in accordance with 2 CFR §200.507, has the organization commissioned an independent audit within the last two years?

No

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/29/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-325-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0560-SPECIAL BUDGET ORDINANCE FROM WASHINGTON TRAFFIC SAFETY

Agenda Wording

Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program from October 1, 2024, through September 30, 2025, in the amount of \$180,000.

Summary (Background)

The attached SBO is to increase revenue by \$180,000 to fund DUI Court. The increased appropriation of \$180,000 to fund the below city cost category as follows: Professional Services: \$180,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 180,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The Washington Traffic Safety Commission does not require a match for the award. The funding cannot supplant existing funds.

Amount**Budget Account**

Revenue \$ 180,000

1360-91331-99999-33320-99999

Expense \$ 180,000

1360-91331-12510-54101-99999

Select \$

#

Select \$

#

\$

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\$

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Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance - DUI Court WTSC 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>Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program from October 1, 2024, through September 30, 2025, in the amount of \$180,000.</p> <p>This SBO is to create budget authority by \$180,000 to fund DUI Court.</p> <p>The increased appropriation of \$180,000 will fund the cost category as follows:</p> <p>Professional Services: \$180,000</p> <p>Professional Services encompasses drug and alcohol testing, transportation services, and supplies. Drug and alcohol testing is a mandatory component of DUI Court and will adhere to the national treatment court best practice standards. Transportation assistance is provided to participants via bus passes to meet court obligations. Supplies are utilized by the DUI Court team during community outreach and engagement.</p>
Fiscal Impact	
<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>\$180,000</u></p> <p> Current year cost: \$180,000</p> <p> Subsequent year(s) cost: will carry budget into future years as needed</p>	
<p>Funding Source <input 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? This funding source is to support DUI Court October 1, 2024, through September 30, 2025.</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.) No match required.</p>	

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? If this SBO is not approved, these costs will be paid out of the general fund or the DUI Court will need to cut back on participants, negatively affecting community safety.
- What operational changes will occur because of this adjustment? No operational changes will occur due to this adjustment as Municipal Court has previously been receiving WTSC grants for DUI Court for many years previously. This adjustment will continue operations as usual.
- What are the potential risks or consequences of not approving the budget adjustment? If not approved, these costs will need to be paid out of the general fund or DUI Court will need to scale back to stay within budget available.
- 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 Council Resolutions regarding increasing community safety by being a critical element in the City's criminal justice reform efforts.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$180,000.
 - A) Of the increased revenue, \$180,000 is provided by the Washington Traffic Safety Commission for the DUI Court in the Municipal Court department.
- 2) Increase appropriation by \$180,000.
 - A) Of the increased appropriation, \$180,000 is provided solely for professional 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 the Washington Traffic Safety Commission DUI Court grant, 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



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd 8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept MUNICIPAL COURT

Bid #

Contact Name/Phone SARAH 509-625-4146

Requisition #

Contact E-Mail STHOMPSON@SPOKANECITY.ORG

Agenda Item Type Special Budget Ordinance

Council Sponsor(s) PDILLON MCATHCART BWILKERSON

Agenda Item Name 0560-SPECIAL BUDGET ORDINANCE-OJP GRANT FOR DRUG COURT AND

Agenda Wording

Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of Drug Court and an expansion to Community Court for substance use related cases from October 1, 2024, through September 30, 2028.

Summary (Background)

This SBO is to create budget authority by \$982,000 to fund Drug Court and the expansion for Community Court. The increased appropriation of \$982,000 will fund the cost categories as follows: Training and Travel: \$55,800 Professional Services: \$860,000 Security: \$40,000 Transportation: \$26,200

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 982,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This funding source is to support Drug Court and the Community Court expansion October 1, 2024, through September 30, 2028.

Amount

Budget Account

Revenue \$ 982,000 # 1360-91330-99999-33116-99999

Expense \$ 55,800 # 1360-91330-12510-54404-99999

Expense \$ 860,000 # 1360-91330-12510-54101-99999

Expense \$ 66,200 # 1360-91330-12510-54XXX-99999

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – OJP Grant for Drug and Community Court Expansion
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>Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of a Drug Court and to support an expansion to Community Court for substance use related cases from October 1, 2024, through September 30, 2028, in the amount of \$982,000.</p> <p>This SBO is to create budget authority by \$982,000 to fund Drug Court and the expansion for Community Court.</p> <p>The increased appropriation of \$982,000 will fund the cost categories as follows:</p> <p>Training and Travel: \$55,800 Professional Services: \$860,000 Security: \$40,000 Transportation: \$26,200</p>
Fiscal Impact	
<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>\$982,000</u></p> <p> Current year cost: \$982,000</p> <p> Subsequent year(s) cost: will carry budget into future years as needed</p>	
<p>Funding Source <input 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? This funding source is to support Drug Court and the Community Court expansion October 1, 2024, through September 30, 2028.</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.) No match required.</p>	

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? If this SBO is not approved, these costs will be paid out of the general fund and/or services will be reduced. Drug Court will need to cut back on participants, negatively affecting community safety and Community Court will not be able to expand to provide more support to more participants.
- What operational changes will occur because of this adjustment? This adjustment will provide creation and implementation of a Drug Court, and also provide expansion of the Community Court for substance abuse use related cases.
- What are the potential risks or consequences of not approving the budget adjustment? If not approved, we will continue to not have a sufficient drug court. Also, we will not be able to provide services to additional participants.
- 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 Council Resolutions regarding increasing community safety by being a critical element in the City's criminal justice reform efforts.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$982,000.
 - A) Of the increased revenue, \$982,000 is provided by the Office of Justice Programs for the Drug Court and Community Court in the Municipal Court department.
- 2) Increase appropriation by \$982,000.
 - A) Of the increased appropriation, \$860,000 is provided solely for professional services.
 - B) Of the increased appropriation, \$55,800 is provided solely for travel.
 - C) Of the increased appropriation, \$40,000 is provided solely for security services.
 - D) Of the increased appropriation, \$26,200 is provided solely for transportation 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 the Office of Justice Programs Drug Court and Community Court expansion grant, 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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/29/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

SARAH NUSS 509-435-7026

Requisition #**Contact E-Mail**

SNUSS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0520 - MAYOR'S OFFICE - SMOKE READY SPOKANE - MOU & SCOPE OF WORK

Agenda Wording

GU's Institute for Climate, Water and the Environment received a grant awarded by the EPA to support the Institute's Smoke Ready Spokane project, a partnership with City, Clean Air and UW. This action will accept the grant and an associated MOU.

Summary (Background)

The Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing various activities as described in the attached documentation. The grant will allow the City, via an MOU, to pay the Northeast Community Center for contracted work as well as other aspects of the Smoke Ready project.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 455,985

Current Year Cost \$ 455,985

Subsequent Year(s) Cost \$ --

Narrative

The City will pay the Northeast Community Center for the work contracted and then seek reimbursement from Gonzaga.

Amount**Budget Account**

Neutral \$ 455,985

1360-95663-99999-33166-99999 (revenue)

Neutral \$ 455,985

1360-95663-75500-54803-99999 (expense)

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head JONES, GARRETT

Division Director

Accounting Manager BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor PICCOLO, MIKE

Additional Approvals

ACCOUNTING - MURRAY, MICHELLE

Distribution List

snuss@spokanecity.org

kbustos@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Mayor's Office (Emergency Management)
Contact Name	Sarah Nuss
Contact Email & Phone	snuss@spokanecity.org (509) 435-7026
Council Sponsor(s)	CM Dillon, CP Wilkerson, CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Smoke Ready Spokane – MOU and Scope of Work
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 Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing the following activities:</p> <ul style="list-style-type: none"> • Assessment of the HVAC System Assessment at Northeast Community Center; • Adoption of ionizers throughout the system/install Purple Air indoor and outdoor air quality monitoring at three City-owned community centers (Northeast Community Center, Dr. Martin Luther King Jr. Center and the West Central Community Center); • Obtain portable air cleaners for distribution to the public via community centers and leverage the three community centers as hubs for communication campaigns and subsequent distribution of free portable air cleaners to the public; • Develop, implement, and assess the effectiveness of a citywide "Wildfire Smoke Preparedness Plan" through the City's emergency management program; • Assist with community survey implementation, as developed by Gonzaga University partners.
<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>\$455,985</u></p> <p style="padding-left: 40px;">Current year cost: \$455,985</p> <p style="padding-left: 40px;">Subsequent year(s) cost: N/A</p> <p>The budget for this grant was carried forward from 2023.</p> <p>Narrative: The Gonzaga University Institute for Climate, Water and the Environment received a grant awarded by the U.S. Environmental Protection Agency (EPA) to support the Institute's Smoke Ready Spokane project, a partnership with City, the Spokane Regional Clean Air Agency and the University of Washington.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input 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? No, one-time funds.</p> <p>1360-95663-99999-33166-99999 for the \$455,985 in revenue</p>	

Expense Occurrence One-time Recurring N/A

1360-95663-75500-54803-99999 for the \$455,985 in expense

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?
- 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?

As part of the overall project, data on air quality monitoring will be actively monitored for analysis, as well as for the development of a draft Citywide Wildfire Smoke Preparedness Plan. The City will also assist with community survey implementation. Because the target populations are underserved and overburdened communities, this data will measure the effect on all mentioned existing disparities.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? *See above.*
- 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 City and Mayor's Office priorities and Sustainability Action Plan goals to address underserved and overburdened communities regarding the effects of climate change and in administering environmental justice accordingly. The grant award is part of efforts to expand preparedness for wildfire smoke, reduce indoor exposure to pollutants and assist community centers who serve disadvantaged populations.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. *This project and proposal were briefed for the 2023 budget.*

Scope of Work

Grant Title: Smoke Ready Spokane

Primary Investigator: Dr. Brian Henning, Gonzaga University

Subaward Contact: Sarah Nuss, City of Spokane Emergency Management Director snuss@spokanecity.org

Subaward grant administrator: Michelle Murray, City of Spokane Accounting Director mmurray@spokanecity.org

Subaward amount requested: \$455,985

Performance Period Dates: 10/1/23 – 10/1/24

Subaward Work Description (up to 250 words):

The Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing deliverables & subaward goals & objectives. Throughout the project period, the EMD will participate in team meetings and will ensure the timely reporting of materials required by the primary investigator.

The City of Spokane is committed to executing the following activities:

1. HVAC System Assessment at Northeast Community Center: Assessing the HVAC system by evaluating N=25 Variable Air Volume boxes (VAV) for improvement.
 - Phase #1:** improve N=25 VAV boxes, by eliminating old noematic system, conducting testing and calibration work.
 - Phase #2:** update Alerton system by calibrating the updated system, commissioning full system functions for the contractor, and monitoring & alerts for system optimization.

Systemwide Improvements include but aren't limited to:

 - Achieving a more efficient air flow
 - Realizing better capacity for carbon dioxide monitoring and indoor ventilation
 - Gaining an enhanced ability for using higher *Minimum Efficiency Reporting Values* (MERV) rated air filters
 - Adoption of ionizers throughout the system\Install Purple Air indoor and outdoor air quality monitoring at three City-owned community centers (Northeast Community Center, Dr. Martin Luther King Jr. Center and the West Central Community Center). See attachment for background on the target community centers.
2. Obtain portable air cleaners, for distribution to the public via community centers; leverage the three community centers as hubs for communication campaigns and subsequent distribution of free portable air cleaners to the public.
3. Develop, implement, and assess the effectiveness of a citywide “Wildfire Smoke Preparedness Plan”, through the City’s emergency management program. Test the plan with a tabletop exercise, within the program period, and implement any improvements per the after-action review process.
4. Assist with community survey implementation, as developed by Gonzaga University partners.

Administration & Timeline

Key Activity	Details	Timeline
Assessment of HVAC systems	Assess HVAC system at Northeast Community Center Phase #1) <ul style="list-style-type: none"> - Prep work begins; Final check of ordered products and approval to progress from the City of Spokane - Contractor demo of old system; replace with new system as we go to eliminate down time and maximize usage of the facility - Completion of VAV install; Final checks completed Phase #2) <ul style="list-style-type: none"> - Contractor install of additional sensors and sub stations for operation - Final tests of new system & commission of all new sensors and full operation of system; Project complete 	10/1/23 – 2/31/24 10/1/23 - 10/31/23 11/1/23 – 12/15/23 12/15/23 – 1/31/24 1/31/24 – 2/10/24 2/10/24 – 2/15/24
Air quality monitoring	<ul style="list-style-type: none"> - Install indoor and outdoor <i>air quality monitors (Purple Air)</i> at the three target community centers - Collect data and actively monitor for analysis 	10/1/23 – 11/1/23 11/1/23 – 3/31/24
Distribution of free air cleaners	<ul style="list-style-type: none"> - Work with the three target community centers to run a communication campaign with the community about the cost-free portable air cleaner distribution - Obtain & distribute cost-free portable air cleaners to the public 	5/1/24 – 6/1/24 6/1/24 – 7/1/24
Development <i>Wildfire Smoke Plan</i>	<ul style="list-style-type: none"> - Compile data and develop (draft) Citywide Wildfire Smoke Preparedness Plan - Implement the plan for wildfire season - Test the plan with a tabletop exercise (after action review) & implement identified improvements 	10/1/23 – 1/1/23 6/1/24 – 9/1/24 9/1/24 – 10/1/24
Administer survey	Assist with community survey implementation	5/1/24 – 10/1/24

Subaward Budget

	Item	Cost
Staff time	Year 1 Emergency management staff time: 12 hours per month, for 3 months- (\$62/hour) + benefits @36.3% rate	\$3,043
	Year 2 Emergency management staff time: 12 hours per month, for 9 months- (\$62/hour) + benefits @36.3% rate + 3% cost of living increase	\$9,401
	<i>Year 1 + year 2 total Emergency Management salary cost:</i>	<i>\$12,443</i>
	Year 1 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate	\$2,127
	Year 2 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate + 3% cost of living increase	\$2,191
	<i>Year 1 + year 2 total City Facilities salary cost:</i>	<i>\$4,317</i>
	Total Staff Salary Cost:	\$16,760
Project costs	Assess HVAC system at Northeast Community Center, through a contractor <ul style="list-style-type: none"> - Part 1: Improve (25) VAVs. Cost per item, for N=25 VAVs: <ul style="list-style-type: none"> o Labor = \$4,800 o Materials = \$2,279 o Sub-Contractor = \$4,000 o Equipment = \$875 o Permits = \$375 	\$308,225
	<ul style="list-style-type: none"> - Part 2: Update the Alerton system <ul style="list-style-type: none"> o Front end work, includes: new graphics package, Direct Digital Control programming, and engineering = \$20,000 o (25) VAVs =\$4,000/Box (includes pneumatic demo, and new: controller, actuator, HTG valve, supply air temp, and thermostat. o Tax = \$11,000 	\$131,000
	Total Project Cost:	\$439,225
Grand Total		\$455,985



City of Spokane
**Memorandum of Understanding: Northeast
Community Center**

This Memorandum of Understanding (MOU) is made by and between the City of Spokane, a Washington State Municipal Corporation, whose address is W 808 Spokane Falls Blvd., Spokane, Washington 99201 (City) and the Northeast Community Center whose address is 4001 N Cook St, Spokane, WA 99207 (NECC), jointly referred to as "the parties."

WHEREAS, NECC is a neighborhood based 501(c)(3) non-profit organization dedicated to improving the quality of life for residents of northeast Spokane with emphasis on social, health, economical, educational and recreational needs; and

WHEREAS, the City owns the real property upon which building structures utilized by NECC for the provision of its services are located hereinafter referred to as "Community Center" or "Premises;" and

WHEREAS, the Gonzaga University Institute for Climate, Water and the Environment received a \$1.1 million grant awarded by the U.S. Environmental Protection Agency (EPA) to support the Institute's Smoke Ready Spokane project, a partnership with City, the Spokane Regional Clean Air Agency and the University of Washington; and

WHEREAS, the project is designed to expand preparedness for wildfire smoke which includes efforts to help reduce indoor exposure to pollutants in wildfire smoke in the City and community centers serving disadvantaged populations such as NECC; and

WHEREAS, the grant award is generally being dedicated to efforts intended to achieve these objectives such as health awareness outreach, air-quality monitoring, HVAC upgrades and a public-engaged process of developing smoke readiness plans for buildings and communities; and

WHEREAS, City received a portion of the grant funds (subaward) which will be used to reimburse NECC for incorporating some of these improvements into building improvements on the NECC premises.

NOW, THEREFORE, based on the foregoing, the parties enter into the following Agreement for the NECC premises

Section 1. Purpose. The purpose of this Agreement is to set out the parties mutual understanding of the smoke ready preparedness improvements and financing therefor on the NECC premises.

Section 2. Finance. Financing for the NECC premises smoke preparedness improvements shall be procured out of the U.S. EPA grant Gonzaga sub awarded City in the amount of \$455,985.

Section 3. Term and Termination. This Agreement will become effective when executed by all Parties and remain in effect until _____.

Section 4. Responsibilities of the Parties. The parties' respective responsibilities under this agreement are as follows:

- I. **NECC's Responsibilities.** NECC shall be responsible for completing the work outlined in the Scope of Work attached hereto as Exhibit A and timely invoicing City as expenses are incurred.
- II. **City's Responsibilities.** The City shall be responsible for timely reimbursing NECC when invoiced for expenses attributable to performing the Scope of Work outlined in Exhibit A.

Section 5. Indemnification.

Each party shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall indemnify, defend and hold harmless the other parties, its officers and employees from any and all claims, damages, liability and demands of any kind, or suits in law or equity arising from the indemnifying party's intentional or negligent acts or breach of its obligations under the Agreement. Each parties' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the other parties, its officers and employees.

Section 6. Insurance. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- 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 Parties' services to be provided under this contract;

- i. Acceptable supplementary Umbrella insurance coverage, combined with the Parties' 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 Parties or their insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Parties 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 Parties' 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 Parties shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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.

Section 7. 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.

Section 8. Assignment. No Party may assign its interest in this Agreement without the express written consent of the other Parties.

Section 9. 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 sub-contractors 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.

Section 10. Administrators. This Agreement shall be administered by the Parties designated representatives below:

A For City:

Name: Sarah Nuss, City of Spokane Director of Emergency Management, Office of the Mayor
Phone number: (509)435-7026
E-mail: snuss@spokanecity.org

B. For NECC:

Name: Nic Bowcut, NECC Facilities Manager
Phone number: (509)487-1603 ext. 217
E-mail: nbowcut@necommunitycenter.com

CITY OF SPOKANE

Northeast Community Center

By _____
Signature Date

By  22 Aug 24
Signature Date

Type or Print Name



Type or Print Name

Title



Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**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.

<p><u>Northwest Community Center</u> Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p><u>Smoke Ready Spokane NECC praxis smoke preparedness</u> Program Title (Type or Print)</p>
<p><u>Dave Richardson</u> Name of Certifying Official (Type or Print)</p> <p><u>Executive Director</u> Title of Certifying Official (Type or Print)</p>	<p><u>[Signature]</u> Signature</p> <p><u>22 Aug 24</u> Date (Type or Print)</p>

Scope of Work

Grant Title: Smoke Ready Spokane

Primary Investigator: Dr. Brian Henning, Gonzaga University

Subaward Contact: Sarah Nuss, City of Spokane Emergency Management Director snuss@spokanecity.org

Subaward grant administrator: Michelle Murray, City of Spokane Accounting Director mmurray@spokanecity.org

Subaward amount requested: \$455,985

Performance Period Dates: 10/1/23 – 10/1/24

Subaward Work Description (up to 250 words):

The Gonzaga University Center for Climate Society and the Environment will partner with the City of Spokane and other regional partners for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for overseeing deliverables & subaward goals & objectives. Throughout the project period, the EMD will participate in team meetings and will ensure the timely reporting of materials required by the primary investigator.

The City of Spokane is committed to executing the following activities:

1. HVAC System Assessment at Northeast Community Center: Assessing the HVAC system by evaluating N=25 Variable Air Volume boxes (VAV) for improvement.
 - Phase #1:** improve N=25 VAV boxes, by eliminating old pneumatic system, conducting testing and calibration work.
 - Phase #2:** update Alerton system by calibrating the updated system, commissioning full system functions for the contractor, and monitoring & alerts for system optimization.Systemwide Improvements include but aren't limited to:
 - Achieving a more efficient air flow
 - Realizing better capacity for carbon dioxide monitoring and indoor ventilation
 - Gaining an enhanced ability for using higher *Minimum Efficiency Reporting Values* (MERV) rated air filters
 - Adoption of ionizers throughout the system\Install Purple Air indoor and outdoor air quality monitoring at three City-owned community centers (Northeast Community Center, Dr. Martin Luther King Jr. Center and the West Central Community Center). See attachment for background on the target community centers.
2. Obtain portable air cleaners, for distribution to the public via community centers; leverage the three community centers as hubs for communication campaigns and subsequent distribution of free portable air cleaners to the public.
3. Develop, implement, and assess the effectiveness of a citywide “Wildfire Smoke Preparedness Plan”, through the City’s emergency management program. Test the plan with a tabletop exercise, within the program period, and implement any improvements per the after-action review process.
4. Assist with community survey implementation, as developed by Gonzaga University partners.

Administration & Timeline

Key Activity	Details	Timeline
Assessment of HVAC systems	Assess HVAC system at Northeast Community Center Phase #1) <ul style="list-style-type: none"> - Prep work begins; Final check of ordered products and approval to progress from the City of Spokane - Contractor demo of old system; replace with new system as we go to eliminate down time and maximize usage of the facility - Completion of VAV install; Final checks completed Phase #2) <ul style="list-style-type: none"> - Contractor install of additional sensors and sub stations for operation - Final tests of new system & commission of all new sensors and full operation of system; Project complete 	10/1/23 – 2/31/24 10/1/23 - 10/31/23 11/1/23 – 12/15/23 12/15/23 – 1/31/24 1/31/24 – 2/10/24 2/10/24 – 2/15/24
Air quality monitoring	<ul style="list-style-type: none"> - Install indoor and outdoor <i>air quality monitors (Purple Air)</i> at the three target community centers - Collect data and actively monitor for analysis 	10/1/23 – 11/1/23 11/1/23 – 3/31/24
Distribution of free air cleaners	<ul style="list-style-type: none"> - Work with the three target community centers to run a communication campaign with the community about the cost-free portable air cleaner distribution - Obtain & distribute cost-free portable air cleaners to the public 	5/1/24 – 6/1/24 6/1/24 – 7/1/24
Development <i>Wildfire Smoke Plan</i>	<ul style="list-style-type: none"> - Compile data and develop (draft) Citywide Wildfire Smoke Preparedness Plan - Implement the plan for wildfire season - Test the plan with a tabletop exercise (after action review) & implement identified improvements 	10/1/23 – 1/1/23 6/1/24 – 9/1/24 9/1/24 – 10/1/24
Administer survey	Assist with community survey implementation	5/1/24 – 10/1/24

Subaward Budget

Item		Cost
Staff time	Year 1 Emergency management staff time: 12 hours per month, for 3 months- (\$62/hour) + benefits @36.3% rate	\$3,043
	Year 2 Emergency management staff time: 12 hours per month, for 9 months- (\$62/hour) + benefits @36.3% rate + 3% cost of living increase	\$9,401
	<i>Year 1 + year 2 total Emergency Management salary cost:</i>	<i>\$12,443</i>
	Year 1 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate	\$2,127
	Year 2 City facilities staff time: 10 hours per month, for 3 months- (\$53/hour) + benefits @36.3% rate + 3% cost of living increase	\$2,191
	<i>Year 1 + year 2 total City Facilities salary cost:</i>	<i>\$4,317</i>
	Total Staff Salary Cost:	\$16,760
Project costs	Assess HVAC system at Northeast Community Center, through a contractor <ul style="list-style-type: none"> - Part 1: Improve (25) VAVs. Cost per item, for N=25 VAVs: <ul style="list-style-type: none"> o Labor = \$4,800 o Materials = \$2,279 o Sub-Contractor = \$4,000 o Equipment = \$875 o Permits = \$375 	\$308,225
	<ul style="list-style-type: none"> - Part 2: Update the Alerton system <ul style="list-style-type: none"> o Front end work, includes: new graphics package, Direct Digital Control programming, and engineering = \$20,000 o (25) VAVs =\$4,000/Box (includes pneumatic demo, and new: controller, actuator, HTG valve, supply air temp, and thermostat. o Tax = \$11,000 	\$131,000
	Total Project Cost:	\$439,225
Grand Total		\$455,985

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/30/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MAGGIE YATES 6753

Requisition #**Contact E-Mail**

MYATES@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0520 - MAYOR'S OFFICE - SBO SPECIAL US ASSISTANT ATTORNEY

Agenda Wording

This SBO will fund a Special US Assistant Attorney position in partnership with the US Attorney - Eastern District of Washington office. This City position will focus on serious narcotics prosecutions impacting residents in the City of Spokane.

Summary (Background)

This partnership with the US Attorney's Office will help ensure broad and competitive applicant pool, high-level training, enhanced penalty provisions for high-level drug dealers, close partnership with federal agencies to identify targets (DEA, ATF) and disrupt drug markets, dedicated US probation officers and robust reentry services utilizing federal resources.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 32,200

Current Year Cost \$ 32,200

Subsequent Year(s) Cost \$ 140,000 or prevailing wage

Narrative

Funding source will be program revenue from the Cannabis Tax fund.

Amount**Budget Account**

Expense \$ 32,200 # 0500-15100-15300-5XXXX-99999

Revenue \$ 32,200 # 0500-15100-99999-39773-99999

Select \$ #

Select \$ #

\$ #

\$ #

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates
Contact Email & Phone	Myates@spokanecity.org ; 509-625-6753
Council Sponsor(s)	CM Dillon, CM Cathcart, CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – Special US Assistant Attorney
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>This special budget ordinance will fund a Special US Assistant Attorney position in partnership with the US Attorney - Eastern District of Washington office. This City position will focus on serious narcotics prosecutions impacting residents in the city of Spokane.</p> <p>This partnership with the US Attorney's Office will help ensure broad and competitive applicant pool, high-level training, enhanced penalty provisions for high-level drug dealers, close partnership with federal agencies to identify targets (DEA, ATF) and disrupt drug markets, dedicated US probation officers and robust reentry services utilizing federal resources.</p> <p>This position will retain discretion to refer lower-level traffickers and dealers for prosecution in Spokane Municipal Court.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$32,200</u> Current year cost: \$32,200 Subsequent year(s) cost: \$140,000 or prevailing wage Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? The Cannabis Tax fund will pay for this position. 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"> • What are the net impacts this adjustment will have on the specifically affected line items? The Cannabis Tax fund will transfer funding to the Legal department to pay for this position. • What operational changes will occur because of this adjustment? 	

The City will partner with the US Attorney's Office to expand narcotics and firearms prosecution impacting the residents of Spokane.

- What are the potential risks or consequences of not approving the budget adjustment?
The prosecution service level will not be enhanced.
- 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

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

N/A

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Add one exempt City Prosecutor to the Legal department (from 1 to 2).
- 2) Increase revenue by \$32,200.
 - A) Of the increased revenue, \$32,200 is provided solely for an operating transfer-in from the Cannabis Tax Fund.
- 3) Increase appropriation by \$32,200.
 - A) Of the increased appropriation, \$32,200 is provided solely for base wages and employee benefits.

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 adding an additional prosecutor position in the Legal department to focus on serious narcotics prosecutions, 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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/29/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/23/2024**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1620 - ACCEPTANCE OF WTSC TRAINING/OUTREACH GRANT

Agenda Wording

The Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.

Summary (Background)

The Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000. Grant period of performance October 1, 2024 through September 30, 2025 for year 1 of the award under CFDA 20.616.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 215,000.00

Current Year Cost \$ 53,750.00

Subsequent Year(s) Cost \$ 161,250.00

Narrative

Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.

Amount**Budget Account**

Revenue \$ 215,000.00

1620-91826-99999-33320-99999

Expense \$ 215,000.00

1620-91826-VARIOUS

Select \$

#

Select \$

#

\$

#

\$

#

Project ID: 2025-FG-5384-Spokane Police Department Outreach and Training Program

Organization Name: Spokane Police Department

Assistance Listing # 20.616

Project Start Date: October 01, 2024

Project End Date: September 30, 2025

SCOPE OF WORK

Problem ID and/or Opportunity (FG/TR/ST only)

Washington had 810 traffic deaths in 2023, according to preliminary data collected by the Washington Traffic Safety Commission (WTSC). This represents a 10% increase from 2022 and is the largest number of traffic deaths in Washington since 1990. In the City of Spokane, we have seen a 366.6% increase in impaired driver-related fatalities from 2018 to 2023.

The City of Spokane is the second-largest city in Washington State, with a population of 228,989 as of 2020. The Spokane County area, with over half a million residents, is the fourth-largest county in the state. In 2022, the Spokane Police Department removed its Motor/Traffic Unit to address a significant staffing shortage. However, the department retained two DUI-dedicated officers in the Traffic Unit until April 2024, when they were reassigned to help with staffing needs.

The DUI-dedicated officers are vital members of the Spokane Therapeutic and Accountability DUI Court Team. They played a crucial role in teaching Standardized Field Sobriety Tests (SFST) and Blood Alcohol Content (BAC) courses at the Spokane Criminal Justice Training Commission (C.J.T.C.) / Basic Law Enforcement Academy (B.L.E.A.). In recent years, the C.J.T.C. / B.L.E.A. removed the Controlled Drinking Session from their curriculum, which has historically played a critical role in training new law enforcement officers for impaired driving investigations and future DUI court testimony.

The Spokane Police Department has continued to offer the Controlled Drinking Session at the Spokane B.L.E.A. academy but may be unable to do so without DUI-dedicated officers to teach and oversee these sessions. Officers attending the Spokane B.L.E.A. academy come from city and county agencies across Washington.

Project Purpose and Strategies (FG/TR/ST only)

The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. The project aims to ensure that all Spokane Police Officers, below the rank of Sergeant, attend tri-annual BAC and SFST refresher training. The sub-recipient anticipates an increase in impaired driving arrests as a result of having a higher number of trained officers and improved skills through more officers receiving ARIDE training. Additionally, the sub-recipient intends to foster a renewed and more positive culture within the police department and the

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	Salary and Benefits to support the activity of one officer	\$185,000.00	0%	\$0.00	\$185,000.00
Travel	travel support for professional development of the primary officers and other WTSC approved activities.	\$10,000.00	0%	\$0.00	\$10,000.00
Contract Services	Media support for transcanted education materials	\$10,000.00	0%	\$0.00	\$10,000.00
Goods and Services	conference registrations, supplies, subscriptions, and other purchased services that are routine in nature. Additional expenditures not listed must be pre-approved by the WTSC PM.	\$10,000.00	0%	\$0.00	\$10,000.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$215,000.00		\$0.00	\$215,000.00

Employee Salaries & Benefits: \$185,000 These funds will provide funding to support approximately 2080 hours of officer activities to act as the Spokane Police Department Traffic Unit Impaired Driving Prevention Coordinator (SPD IDPC). They will cover expenses for the activity of one officer to assist with the instruction and preparation of impaired driving training, as well as costs associated with other aspects of managing and implementing the project. The WTSC will incorporate budget adjustments for cost of living and other wage increases through future contract negotiations, upon prior approval from the WTSC Program Manager.

Travel: \$10,000 These funds will cover airfare, hotel, and travel expenses related to training events attended or conducted by SPD's Impaired Driving Training Coordinator. Travel expenses will be reimbursed following the Spokane Police Department travel policy unless otherwise agreed to by the IDTC and WTSC Program Manager in which travel rules will default to the WTSC travel policy. Meals will not be reimbursed if provided as part of the training or conference.

Contract Services: \$10,000 These funds will be used for media support for trans created education materials and other WTSC approved activities. The Sub-recipient will follow local policy to procure media contract services. The sub-recipient will provide all contracts and other documentation to demonstrate they followed local procurement policy to include but not limited to the contract agreement for services provided.

Goods or other expenses: \$10,000 Printing of manuals and materials for classes, posters that will be used as training aids, and conference and training or conference event registration

fees. Any costs not listed in the budget narrative must be pre-approved by the WTSC Program Manager prior to purchase.

Objectives and Measures

Goal 1 - Train 250 officers from Spokane PD, CJCT BLEA Academy, and other WA law enforcement agencies on impaired driving enforcement by September 30, 2025.

Objective	Objective Details	Completion Date
Provide ARIDE training based on officer demand, with a goal of 2 trainings per year.	SPD Academy will record who attends ARIDE trainings and report it to the Washington State DEC program.	09/30/2025
Provide 4 BAC/SFST refresher trainings annually.	SPD Academy will record who attends BAC/SFST trainings and report it to the Washington State DEC program.	09/30/2025
Provide 1 full BAC and/or DUI Detection/SFST training Annually.	SPD Academy will record who attended SFST and BAC trainings and report it to the Washington State DEC program.	09/30/2025
Deliver additional impaired driving training, as requested.	SPD IDPC will record any courses taught, training given, and events participated in for this program.	09/30/2025
Participate as an instructor for impaired driving training events throughout the State of Washington, such as DRE Schools, DRE Instructor Schools, SFST Instructor Schools, ARIDE courses, and TSRP courses.	The SPD IDPC will record and document courses and hours of training hours taught.	09/30/2025
Attend DRE Advisory Board meetings, DRE Regional Coordinator Meetings throughout the year.	SPD IDPC will record all DRE Advisory Board Meetings, DRE Regional Coordinators Meeting.	09/30/2025
Provide training summaries to the WTSC in quarterly reports.	Report any additional information not included in the other objectives.	09/30/2025

Measure	Reporting Frequency	Type	Target
Measure the confidence of officers making DUI arrest, pre/post training.	Annual	Outcome	75

Number of BAC/SFST full and refresher trainings provided.	Quarterly	Process	3
Capture data through course evaluations, could use like scale.	Quarterly	Process	30
Number of officers who attend BAC/SFST full and refresher trainings.	Quarterly	Process	30
Number of ARIDE trainings provided.	Quarterly	Process	2
Number of officers who complete ARIDE training.	Quarterly	Process	20
Number of SPD DUI arrests per year.	Quarterly	Process	300
Increase the familiarization and knowledge of the Officers trained.	Quarterly	Process	40

Goal 2 - The SPD IDTC maintains skills and knowledge of current issues and practices in impaired driving enforcement by attending at least 4 training events in FFY2025.

Objective	Objective Details	Completion Date
Attend IACP Impaired Driving Conference.	<p>This conference brings leaders in law enforcement together to provide training in impaired driving and traffic enforcement.</p> <p>Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC.</p> <p>It is critical that the IDTC has the knowledge and skills to be a trusted leader and instructor of impaired driving enforcement topics. They should seek training opportunities to stay at the cutting edge of the field.</p>	09/30/2025
Identify and attend 3 other professional development events to grow and maintain knowledge and skills in impaired driving enforcement.	<p>Send requests to assigned WTSC Program Manager prior to attending the training event.</p> <p>Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC. These training events may include LEL/TSC meetings or other trainings offered by the WTSC.</p>	09/30/2025

Additional training events must be pre-approved by the WTSC Program Manager.

Measure	Reporting Frequency	Type	Target
Number of trainings attended by IDTC.	Quarterly	Process	1

Goal 3 - Participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.

Objective	Objective Details	Completion Date
Attend and participate in DUI court meetings.	Depending on court schedule, they reoccur 1x a month or quarterly.	09/30/2025
Attend DUI court Staffing/Court meetings.	Meetings occur on a weekly basis.	09/30/2025
Respond to potential serious violations and, if necessary, initiate a call-out response to take participants into custody for relapses or when they pose a risk to themselves or the community.	Respond to 100% of potential serious violations within 24 hours of occurrence, and, if necessary, initiate a call-out response within 12 hours to take participants into custody for relapses or when they pose a risk to themselves or the community.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of DUI court meetings	Quarterly	Process	1
Number of DUI court Staffing meetings.	Quarterly	Process	12
Respond to % of potential serious violations and within 24 hours of occurrence, if necessary, initiate a call-out response to take participants into custody.	Annual	Outcome	100

Goal 4 - Conduct outreach and training to external partners and stakeholders about current trends and other related information related to impaired driving.

Objective	Objective Details	Completion Date
Provide 2 Drug Impairment Training for Educational Professional (D.I.T.E.P.) Requested by ESD 101. Any Additional training may be conducted, by request, as time allows.	SPD IDPC Unit will record number of Educational Professional's, (School Nurses, School Security, Counselors and administrators) who attend and report it to the Washington State DEC program. As requested by ESD 101.	09/30/2025
Provide 2 Community Drug/Alcohol training to Hospital, Medical Facility, or other Health Care Provider. Additional requests may be conducted, by request, as allowed.	SPD IDPC will record who attends and collect any evaluations on training. SPD IDPC will work with the WTSC and the SBIRT training program to familiarize themselves with the training content and connect medical professionals to the screening tool.	09/30/2025
Provide Teens in the Driver's Seat Trainings for schools in the Spokane region and operate as local resource for interested in potential schools.	SPD IDPC will record who attends and collect any evaluations on training.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of Educational Professionals who attend DITEP trainings.	Annual	Process	20
Number of Community Drug/Alcohol Trainings.	Quarterly	Process	2
Number of Medical professionals who attend trainings conducted.	Quarterly	Process	20
Number of other trainings delivered to respond to other impaired driving needs.	Annual	Process	5

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9th, 2024
Submitting Department	Police
Contact Name	Sgt. Teresa Fuller
Contact Email & Phone	tfuller@spokanepolice.org 509-835-4587
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – WTSC Training/Outreach Grant
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 is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.</p> <p>The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers.</p> <p>Funding will be used towards the salary & benefits of one officer, travel costs, media support contracts, and goods & services.</p> <p>No new FTE is being added, funding will be used to support a current SPD member.</p> <p>Grant period of performance October 1, 2024 through September 30, 2025 for year 1 of the award under CFDA 20.616.</p> <p>Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.</p>
<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>\$215,000</u></p> <p style="padding-left: 20px;">Current year cost: \$53,750</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$161,250</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input 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? October 1 through September 30, 2025</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 are the net impacts this adjustment will have on the specifically affected line items?
Net impact is zero as grant fully reimburses expenses to the awarded amount.
- What operational changes will occur because of this adjustment?
Grant funding will be used to fund one current FTE up to \$185,000 and an additional \$30k towards travel and procurement.
- What are the potential risks or consequences of not approving the budget adjustment?
Costs being fully borne by the City.
- 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?

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

This grant bolsters the PD response to impaired drivers, wherever they may be driving in the community.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

DAVE SINGLEY 4171

Requisition #

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0680 - SPECIAL BUDGET ORDINANCE - WTSC TRAINING/OUTREACH GRANT

Agenda Wording

The Spokane Police Department is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.

Summary (Background)

The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. Funding will be used towards the salary & benefits of one officer, travel costs, media support contracts, and goods & services.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 215,000.00

Current Year Cost \$ 53,750.00

Subsequent Year(s) Cost \$ 161,250.00

Narrative

Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.

Amount

Budget Account

Revenue \$ 215,000.00

1620-91826-99999-33320-99999

Expense \$ 215,000.00

1620-91826-VARIOUS

Select \$

#

Select \$

#

\$

#

\$

#

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

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$215,000.
 - A) Of the increased revenue, \$215,000 is provided by Washington Traffic Safety Commission through the Outreach and Training program.
- 2) Increase appropriation by \$215,000.
 - A) Of the increased appropriation, \$185,000 is to be provided solely for base wages and employee benefits.
 - B) Of the increased appropriation, \$10,000 is to be provided solely for minor equipment.
 - C) Of the increased appropriation, \$10,000 is to be provided solely for registration/schooling.
 - D) Of the increased appropriation, \$10,000 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 WA Traffic Safety Commission for DUI outreach and training, 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	September 9th, 2024
Submitting Department	Police
Contact Name	Sgt. Teresa Fuller
Contact Email & Phone	tfuller@spokanepolice.org 509-835-4587
Council Sponsor(s)	CM Dillon, CM Cathcart & CM Navarette
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – WTSC Training/Outreach Grant
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 is requesting acceptance of a federal grant, through Washington Traffic Safety Commission, for a total of \$215,000.</p> <p>The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers.</p> <p>Funding will be used towards the salary & benefits of one officer, travel costs, media support contracts, and goods & services.</p> <p>No new FTE is being added, funding will be used to support a current SPD member.</p> <p>Grant period of performance October 1, 2024 through September 30, 2025 for year 1 of the award under CFDA 20.616.</p> <p>Budget authority needs to be increased to accommodate this grant. Grant funding will be used to fund approximately \$185,000 towards salary/benefits of one FTE, \$10k in goods and services, \$10k towards travel/training, and \$10k for contractual services.</p>
<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>\$215,000</u></p> <p style="padding-left: 20px;">Current year cost: \$53,750</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$161,250</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input 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? October 1 through September 30, 2025</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 are the net impacts this adjustment will have on the specifically affected line items?
Net impact is zero as grant fully reimburses expenses to the awarded amount.
- What operational changes will occur because of this adjustment?
Grant funding will be used to fund one current FTE up to \$185,000 and an additional \$30k towards travel and procurement.
- What are the potential risks or consequences of not approving the budget adjustment?
Costs being fully borne by the City.
- 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?

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

This grant bolsters the PD response to impaired drivers, wherever they may be driving in the community.

Committee Agenda Sheet

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Dawn Kinder
Contact Email & Phone	dkinder@W@spokanecity.org
Council Sponsor(s)	<u>Dillon, Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	MOU with Compassionate Addiction Treatment related to relocation of services in alignment with SBO C35620 passed on June 10, 2024.
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>NHHS requests discussion and approval to move the Memorandum of Understanding with Compassionate Addiction Treatment to relocate two services outside of the downtown core.</p> <p>SBO C35620 states, "Of the reallocated appropriation, \$1,876, 223.00 is provided solely for property acquisition for reductions of impact of homelessness in the downtown core and/or for contractual services for implementation of a new shelter model outside of the downtown plan area expanded south to 11 Avenue between Maple and Arthur."</p> <p>The administration has been working to relocate services from the downtown core that are negatively impacted by density of services in the downtown core, and to immediately address the Opioid Crisis. In March of 2024 Council requested the Governor to declare a state of emergency and on June 6th Council unanimously voted to ratify the Mayors Opioid Emergency Declaration issued on June 4th, 2024.</p> <p>While there is overlap between addiction and homelessness, we also know that addiction exists within the housed population. Creating accessible and quality recovery services is critical to our regional ability to address the opioid crisis.</p> <p>Compassionate Addiction Treatment moved to its current location on Division after operating with anonymity for nearly 2 years a few blocks away. In the past 2 years CAT also opened a Sobering Facility approximately two blocks from the Division location, which also operates with anonymity. The Division facing location which currently provides licensed outpatient behavioral health and recovery services has been unnecessarily impacted by the activity in the neighborhood which not only poses a risk to clients but also deters potential clients from engaging in life saving services. Relocating CAT, pursuant to SBO C35620, will allow CAT to locate 16 sobering beds (referral only beds) and outpatient services supporting approximately 45 individuals enrolled in care at a single facility.</p> <p>Important to note is that CAT is a licensed behavioral health agency by the State of Washington, CAT is not a homeless shelter or day center, CAT funds operations through state and federal resources such as Medicaid and does not rely on the City for any operational dollars. CAT will operate from 9am-5pm for outpatient services and the referral only sobering center will operate, with staffing, 24 hours per day. This location also offers two indoor courtyards allowing for clients to safely utilize outdoor space without occupying pedestrian sidewalks and the business parking lot.</p>

Creating an accessible location to access critical recovery services will allow CAT to better meet client need, have improved control over their property, and support our region in combating the opioid crisis.

This MOU outlines critical agreements between the City of Spokane and Compassionate Addiction Treatment that address compliance, accountability, and reporting. This MOU is separate from the Good Neighbor Agreement. This MOU has a 25-year lifetime, during which failure by CAT to following expectations can result in CAT repaying the City prorated values of the building purchase.

CAT and NHHS leadership met with the Executive Board of the Chief Garry Park Neighborhood Council on August 20th and will meet with the Chief Garry Park Neighborhood Council on September 18th. CAT and NHHS are committed to ongoing relationship with the neighborhood council and will be working together to create the Good Neighbor agreement.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$1,876,223.00

 Current year cost: \$1,876,223.00

 Subsequent year(s) cost: \$0.00

Narrative: (see summary)

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? This is a one time grant and does not require ongoing funding.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) None

Operations Impacts (If N/A, please give a brief description as to why). *None.*

What impacts would the proposal have on historically excluded communities? *This expands access to critical outpatient behavioral health services that have historically been difficult to access.*

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 will utilize CMIS to capture outcome measurements as identified in the contract. We are also requiring quarterly reports to supplement CMIS data measurements.*

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? *Data collected via CMIS will allow us to track and report quarterly on performance outcomes.*

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 aligns with the CoC's Five Year Strategic Plan to End Homelessness, it also supports the Opioid Emergency Declaration for the Region as approved by Administration and City Council.*

MEMORANDUM OF UNDERSTANDING BETWEEN GREEM

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and COMPASSIONATE ADDICTION TREATMENT, a 501(c)(3) non-profit corporation licensed behavioral health agency, whose address is 1817 E SPRINGFIELD SPOKANE WA, as "CAT."

WHEREAS, the City of Spokane, through Special Budget Ordinance C36520, provided funding to relocate services from the downtown core and to ensure adequate addiction treatment facilities; and

WHEREAS, the City of Spokane has formed a new partnership designed to relocate CAT to a location better suited to their operations, a location with the ability to provide trauma informed care, and to support and meet community needs surrounding the opioid crisis and vast need for accessible behavioral health services and treatment; and

WHEREAS, CAT currently operates a sobering facility and critical outpatient treatment services and has the desire, experience, and capability to assist the City in this partnership endeavor; -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF CAT. CAT will provide sobering and behavioral health services to vulnerable populations as follows:
 - a. Provide access to sobering and detox services in accordance with federal, state, and local regulations at 1817 -1819 E Springfield Ave Spokane WA 99202.
 - b. Provide access to outpatient treatment and navigation services in accordance with federal, state and local regulations at 1817 – 1819 E Springfield Ave Spokane WA 99202.
 - c. Maintain the property at 1817-1819 E Springfield in accordance with applicable Spokane Municipal Code and all applicable state and federal regulations.
 - d. Ensure that all Spokane Municipal Code provisions, including those enforced by Code Enforcement, are followed on the property of 1817-1819 E Springfield Ave, Spokane WA 99202.
 - e. Comply with data entry requirement within the Homeless Management Information System (HMIS), known locally as Community Management Information System (CMIS) as outlined in any City operational funding contracts.

- f. CAT will not sell the property at 1817-1819 E Springfield Ave Spokane WA 99202 prior to the expiration of this MOU. Any property transfer prior to the expiration of this MOU requires CAT to have prior written approval from the City's Community, Housing, and Human Services (CHHS) Department.
- g. Provide quarterly reports to the City of Spokane including:
 - i. Client enrollment in each service provided at 1817-1819 E Springfield Ave Spokane WA 99202.
 - ii. Outcomes of enrollments in each service provided at 1817-1819 E Springfield Ave Spokane WA 99202.
 - iii. Additional data points determined in ongoing meeting with City of Spokane.
- h. Participate in meetings with surrounding neighbors, Chief Garry Park Neighborhood Council and City stakeholder meetings as requested to provide information on CAT services and outcomes, address concerns of neighbors, and develop critical relationships with the community surrounding 1817-1819 E Springfield.
- i. CAT will only use the property at 1817-1819 E Springfield for behavior health services and treatment, sobering and detox services, critical outpatient treatment services and related services as permitted pursuant to the applicant federal and state licenses. CAT shall not use the property for any type of transitional housing or shelter, emergency shelter, homeless shelter or other type of shelter not related to the services listed above.
- j. If CAT discontinues providing those services set out in this Memorandum of Understanding and Agreement or substantially alters its services without prior approval of the Community Housing and Human Services Department, it shall be responsible to repay the City the funding provided in this Agreement on a pro-rata basis. Based upon the twenty-five (25) year term of this Agreement, CAT would be responsible to repay percentage of the funding equal to the remaining years of the Agreement.

2. RESPONSIBILITIES OF THE CITY.

- a. Participate in meetings with neighbors of 1817-1819 E Springfield, Chief Garry Park Neighborhood Council and stakeholder meetings as requested to provide information on CAT services and outcomes, address concerns of neighbors, and develop critical relationships with the community surrounding 1817-1819 E Springfield.
- b. Ensure that CAT is meeting and upholding their responsibilities as laid out in this MOU.

3. CRITERIA. To qualify for the funding set out in this Memorandum of Understanding and Agreement, CAT shall provide the City with documentation demonstrating that it has entered into a real estate purchase agreement to purchase the property located at 1817-1819 E. Springfield, Spokane, Washington or has established other legal commitments to purchase the property. CAT shall permanently relocate its facility from the current location at 168 S. Division Street and establish its services at the 1817-1819 E. Springfield location consistent with all applicable state and federal regulations. The provided funding shall only be used by CAT as permitted in this Memorandum of Understanding and Agreement.

4. TERM. This Memorandum of Understanding and Agreement shall begin on October 1, 2024 and shall end September 30, 2049. The Parties, by mutual written agreement, may extend this Memorandum of Understanding beyond the term set forth above.

5. COMPENSATION. The City agrees to provide CAT \$1,876,233.00 for the acquisition of 1817 - 1819 E. Springfield Ave, Spokane WA 99202, parcel number 35163.0311. The funds may only be used for acquisition costs. The funds shall be transferred to CAT upon the approval of this Memorandum of Understanding and Agreement.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations. The parties agree to comply with all court decisions pertaining to this agreement and related funding.

7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this agreement.

8. INDEMNIFICATION.

a. CAT shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of CAT's performance of this memorandum, except to the extent of those claims arising from the negligence of the City, its officers and employees.

b. The City shall indemnify and hold harmless CAT, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City's performance of this memorandum, except to the extent of those claims arising from the negligence of CAT, its officers and employees.

9. INSURANCE. During the term of the memorandum, CAT shall maintain in force at its own expense, the following types and amounts of insurance:

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;

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

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 owned, hired or non-owned vehicles.

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 CAT or its insurer(s) to the City. As evidence of the insurance coverages required by this memorandum, CAT shall furnish an acceptable insurance certificate to the City at the time CAT returns the signed memorandum.

10. 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 memorandum because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation,

gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income.

11. 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 memorandum shall have or acquire any interest in the memorandum, 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 memorandum.

12. AUDIT / RECORDS. CAT shall maintain for a minimum of three (3) years following the term of this memorandum all records related to its performance of the memorandum. CAT shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

CAT

City of Spokane Business License No.

Email Address, if available:

By: _____

Title: _____

Public Safety and Community Health Committee Board and Commission Updates:

- Police Advisory Committee
 - Dillon
- C.O.P.S.
 - Cathcart

PSCHC Committee Council Staff Updates:

- Policy Advisor
 - Chris Wright
- Intergovernmental Affairs
 - Erik Poulsen



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd 8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept	FIRE	Bid #	SOURCEWELL
Contact Name/Phone	RYAN REDING (509)625-7004	Requisition #	VB
Contact E-Mail	RREDING@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
Agenda Item Name	1970 - GALL'S VB RENEWAL FOR FIREFIGHTER UNIFORMS		

Agenda Wording

Renewal of the Gall's Uniform Value Blanket Order for firefighter uniforms and uniform accessories. Gall's has a cooperative contract through Sourcewell which expires of March 25, 2028.

Summary (Background)

Seeking to renew the Gall's Uniform Value Blanket Order for firefighter uniforms and uniform accessories. The current VB is set to expire October 2024. Gall's has the cooperative contract through Sourcewell. We would like to use that contract source through it's expiration of March 25, 2028. We are requesting to renew with an annual budget of 125,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000

Current Year Cost \$ 125,000

Subsequent Year(s) Cost \$ 375,000

Narrative

Purchases will be made on an as-needed basis to provide and maintain uniforms for Fire Department employees.

Amount

Budget Account

Expense	\$ 125,000	# 1970-35170-22200-53202-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Kiley Lyons Lyons-Kiley@galls.com (signer)	Kevin Schmitt kschmitt@spokanecity.org
Thea Prince tprince@spokanecity.org	Fire Accounting fireaccounting@spokanecity.org
Ryan Reding rreding@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Fire
Contact Name	DC Ryan Reding
Contact Email & Phone	rreding@spokanecity.org 509-625-7004
Council Sponsor(s)	<u>CM Dillon, CM Cathcart & CM Navarrete</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Gall's Contract Renewal for Firefighter Uniforms
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Seeking to renew the Gall's Uniform Contract for firefighter uniforms and uniform accessories. The current contract is set to expire October 2024.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Gall's has the cooperative contract through Sourcewell. We would like to use that contract source through it's expiration of March 25, 2028.</p> <p>We are requesting to renew with an annual budget of 125,000.</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>500,000</u></p> <p style="padding-left: 20px;">Current year cost: 125,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 375,000</p> <p>Narrative: <u>Purchases will be made on an as-needed basis to provide and maintain uniforms for Fire Department employees.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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 type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None</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><u>N/A-This request is for the purchase of NFPA standardized uniforms and accessories needed for firefighters</u></p>	
<p>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?</p> <p><u>N/A-This request is for the purchase of NFPA standardized uniforms and accessories needed for firefighters</u></p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p><u>N/A-This request is for the purchase of NFPA standardized uniforms and accessories needed for firefighters</u></p>	

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?

Chapter 296-305 WAC, Local 29 CBA 2020-2024 contract, NFPA (National Fire Protection Authority) 1974 Standard on Station/Work Uniforms for Firefighters

**Solicitation Number: RFP #011124****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Galls, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/28/2024 | 10:24 AM CDT

DocuSigned by:
Mike Fadden
0C4B71230FBF488...
By: _____
Mike Fadden
Title: CEO
Date: 3/28/2024 | 7:01 AM PDT

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name: Galls, LLC
Address: 1340 Russell Cave Road
Lexington, KY 40505
Contact: Tiffany Brewer
Email: brewer-tiffany@galls.com
Phone: 859-800-1406
HST#: 20-3545989

Submission Details

Created On: Tuesday January 09, 2024 07:29:54
Submitted On: Thursday January 11, 2024 11:48:26
Submitted By: Tiffany Brewer
Email: brewer-tiffany@galls.com
Transaction #: 54f2729c-c672-4dd6-89d7-f477d7c11b25
Submitter's IP Address: 4.30.235.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Galls, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patriot Outfitters, LLC US Patriot Tactical
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Galls, LLC dba Galls Long Beach Uniforms Quartermaster, LLC Postal Uniform Xpress Postal Uniforms Direct Postal Uniforms Online Postal Uniform Discounters American Postal Uniforms Wasserman Uniforms A.M.E.'s Uniforms Patriot Outfitters, LLC Carpenter Uniforms and Promotional Products Red the Uniform Tailor Miller Uniforms and Emblems Inc. KEEPRS Inc. Cruse Uniforms & Equipment Inc Samzie's LTD Lark Uniform Company Inc. Universal Uniforms Sales Co., Inc. Keystone Uniforms OC On Guard Apparel US Patriot Tactical
4	Provide your CAGE code or Unique Entity Identifier (SAM):	G7DPAK2M4HP1
5	Proposer Physical Address:	1340 Russell Cave Rd. Lexington, KY 40505
6	Proposer website address (or addresses):	www.galls.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Fadden, CEO 844-464-2557 fadden-mike@galls.com 1340 Russell Cave Rd. Lexington, KY 40505
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tiffany Brewer Sr. Mgr. Contract Compliance 859-800-1406 brewer-tiffany@galls.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Andrews, Regional Director - Sales andrews-matthew@galls.com 859-800-1167

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Galls generates over \$560 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and accessories to participating members facilities per the specifications over the term of the contract. We are proud to serve America's Public Safety Professionals
11	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our current contract with Sourcewell for body armor and other nationwide Co-Ops. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached
13	What is your US market share for the solutions that you are proposing?	20%
14	What is your Canadian market share for the solutions that you are proposing?	Galls does not supply at this time but would be interested in exploring that option with the Sourcewell contract.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety uniform and equipment distributor in the United States. Galls website features all authorized products and manufacturers that we are eligible to supply. We have manufacturers that range in size from small/locally owned to nationally recognized names such as Lion/Elbeco, Fechheimer, and 5.11 to name a few.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls is not currently or previously suspended/debarred by any local, state, federal agencies within the last 10 years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Newsweek's America's Greatest Workplaces 2023 Newsweek's America's Greatest Workplaces for Diversity 2023 Military Times Best for Vets Employer 2023 Recipient of the NAUMD Best Dressed Correctional, Police & Sheriff Small Agency 2023 Recipient of the NAUMD Best Dressed Police & Sheriff K-9 Unit 2022 Recipient of the NAUMD Best Dressed Emergency Services Large Fire House 2022 Recipient of the NAUMD Best Dressed Police & Sheriff Motorcycle Unit 2022 Recipient of the NAUMD Best Dressed Government: BOF 2022 Recipient of the NAUMD Image of the Year: Transportation 2022
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of our business is to the public safety sector on the local, state, and federal level.
21	What percentage of your sales are to the education sector in the past three years	Approximately 5-8%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : \$5mm NYHIRE : \$100,000 COSTARS : \$200,000 STARS Alliance : \$305,000 SOURCEWELL: \$200,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA : \$10mm annually

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
San Antonio Fire Department	Joe Arrington, Public Information Officer	210-207-4926
Houston Fire Department	Jaime Arrendondo, Division Manager/Logistics	832-395-8538
Phoenix Fire Department	Captain Keith Rogers	602-510-2038

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Atlanta PD	Government	Georgia - GA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$1.7m 2022 - \$2m 2023 - \$1.5m
City of Los Angeles	Government	California - CA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2.5m 2022 - \$3m 2023 - \$2.9m
City of Houston Police Department	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$800k 2022 - \$800k 2023 - \$800k
Metropolitan Police Department	Government	District of Columbia - DC	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2.6m 2022 - \$2.6m 2023 - \$2.6m
City of Austin Police	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - \$2m 2022 - \$2m 2023 - \$2m

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Galls has over 90 outside sales reps across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own portfolio of mid sized customers. We also have an additional Business Development team consisting of approximately 25 team members that target new business opportunities. Finally we have a branch network of over 60 locations nationwide and have rolled out a new program.
27	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers. Products will ship directly from one of our locations or we will arrange for a drop ship from the manufacturer directly to the end user.
28	Service force.	Our Sales team manages most of our service work but in addition to the sales we manage all operations in house. With onsite accounting, marketing, inventory management, and contract management teams Galls provides the best service behind the scenes to ensure our customers have their products timely, invoices are submitted and paid properly, and we adhere to compliance of all contractual agreements. Galls may provide onsite sizing or arrange for sizing at one of our various retail locations. Our field and branch teams are trained for fittings and sizing and can provide premier service.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Galls will take and fulfill all orders. We provide a full service ordering process with online, in person, over the phone, or through email. This allows our customers to purchase whichever way is easiest for them. Agency support is available to all participating entities via our Customer Care team or assigned agency representative. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eEquip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve the Public Safety needs of the participating entities. Customers utilizing the Co-Op will have personal contacts here at Galls. These contacts will work to coordinate with our merchandisers, inventory planner, and Value Added Service team alterations/customization) to make sure we meet the customers needs for comfort, performance, and design.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Galls will work with each participating entity to work out the best program solution. We will leverage our strong sales force and our nationwide retail branches in almost every major city across the country.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities. Due to the nature of some items any restrictions due to state and local compliance will be identified at the time of order.

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have a marketing and sales team that will focus on making sure that our customers understand all the advantages of using the Sourcwell contract. They will do this through marketing campaigns, direct emails, mailing list and in person visits.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcwell contract.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcwell's role will be minimal. We hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcwell.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eEquip. Galls also offers the ability to create customized Online Ordering System ("eEquip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eEquip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1500 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eEquip capabilities will include:</p> <ul style="list-style-type: none"> • Secure online ordering system <ul style="list-style-type: none"> o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management <ul style="list-style-type: none"> o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting <p>The Galls eEquip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eEquip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcwell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers. We will also leverage our manufacturer/supplier teams to provide additional information or training sought.	*
41	Describe any technological advances that your proposed products or services offer.	We have developed a system called eEquip that we can offer any Sourcewell Participating entities. Our eEquip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing, and request for additional items. This is something exclusive to Galls and offered only to Galls customers.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2020 we took steps to reduce our overall corrugate usage by about 30%. We replaced some one-time use corrugate with multi-use conveyances. We have also increased the number of shipments is bags vs. boxes.</p> <p>In terms of disposal of corrugate, we have moved away from paying to remove our corrugate waste to installing a baler and selling our bales to a recycler.</p> <p>In 2021 we will continue to look for more ways to reduce corrugate in the building as well as other paper waste. With some late year IT initiatives, we will be able to take items direct from Inbound to shipping eliminating the need to put in a box and put in a Reserve location before it ships.</p> <p>Energy Management We eliminated our permanent weekend shift and our 3rd shift, reducing our energy consumption.</p> <p>In 2021 we are looking into adding motion activation controls to light fixtures in areas which are less traveled Transportation</p> <p>In 2020 we became a SmartWay certified shipper. SmartWay is a program through the EPA to promote Eco-Friendly shipping. https://www.epa.gov/smartway We continue to push for Economy shipping methods vs. Express. Economy (Ground) has a much smaller carbon footprint than Express (Air).</p> <p>Galls also works within our local communities and volunteers time to assist with city beautification and cleanup efforts.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Galls does not hold any certifications. Galls utilizes certified businesses throughout the country where applicable. We have a federally approved small business plan via our GSA contract.	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?</p>	<p>As the largest Public Safety uniform and equipment distributor in the United States, Galls has the unique ability of providing the highest level of service and inventory available. Galls has relationships with all major manufacturers currently producing items for the public safety sector. With a large sales force consisting of both field and Corporate based employees, we offer one on one partnerships with all of our end users. Galls offers custom built online ordering web portals fully customized for your agencies ordering needs.</p> <p>EMBROIDERY & TAILORING</p> <p>No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white.</p> <p>Alterations</p> <p>Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. Galls understands that agency needs will vary across the nation and we want to ensure that there is never any confusion about pricing, so we have included the attached document which details many of the services we offer. We know that we can meet any customization needs presented by a participating member.</p> <p>Alteration/Fit/Sizing System</p> <p>Galls provides alterations in house through our distribution center in Lexington, KY and at all of our retail and service centers scattered across the country. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers.</p> <p>Alterations</p> <p>Galls will be able to provide same day issue and alterations of uniforms and accessories, at their branch, when requested. This is at no additional charges. Any products requiring special alterations may be left at the Galls branch and picked up later.</p> <p>All patches that are required to be on uniforms will be sewn and placed at no additional charge.</p> <p>Galls will work with each participating member to schedule fitting, sizing, and alterations within three (5) days of the request.</p> <p>Customer Service Policy on Backordered Items, Items Delivered Incorrectly, Invoicing Issues, Exchanges, and Returns</p> <p>Our ordering system (GQ) maintains all record of backorders and can generate estimated time of arrival on all orders. If an order is placed through the custom online ordering system (eQuip), it will notify the customer immediately if an item is on backorder. The notification process and inventory accountability/realization is in real time. Galls also works closely with the department to increase stock as needed for contract items to avoid backorder demand.</p> <p>To reduce and eliminate errors, department approval for all personalized items is imperative before the first order is shipped out. This requires a signature prior to apply personalization to the garment. Your managed account representative also has the capability to inspect items before they are shipped out.</p> <p>Incorrectly delivered items, exchanges, and returns are all handled as stated below. Another option will be to return the items to the local facility.</p> <p>Invoice issues can be resolved by contacting our finance department. Initially, the managed account representative can also resolve any issues until a finance contact has been confirmed.</p> <p>Galls has an immediate turnaround time for returning phone calls and emails, on a daily basis. In the event the managed account representative is out of the office, the assistant sales rep or other team member will respond in no more than 24 hours, typically all calls are returned same day if received before close of business.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	All products that Galls sells are covered under our standard return/exchange policy. Unused and new items received within 30 days can be exchanged or credited. Any additional manufacturer warranties will be passed on to the end user as well.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This will vary based on manufacture and will be handled on a case by case basis. Galls will work with the end user and the manufacturer to insure all details regarding warranty usage is readily available and provided upon request. Galls also offers a 30 return policy on new and unused items.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Galls service team will be doing the travel and that expense will come at no cost to customer.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Galls will work with each manufacture to determine the best avenue for any warranty concerns. Galls will insure that these concerns are handle in a timely manner.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer will handle the warranty service for each individual product. As the distributor we will make sure this is handled quickly and efficiently by working closely with our manufacturer partner on the matter.
51	What are your proposed exchange and return programs and policies?	We will always work to make sure our customer are receiving exactly what they ordered. If something is received damaged or incorrect a reach out to our Customer Care team or designated account rep will be in order to make sure Galls takes care of the return and corrects the issue. All unused ad new items will be eligible for exchange if received within 30 days of delivery.
52	Describe any service contract options for the items included in your proposal.	We do not have a service contract option but our sales team will always provide service to any customer utilizing the Sourcewell contract.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Galls will work with each vendor/manufacturer partner to insure products are meeting their life cycle and keeping our customers fully uniformed. All manufacturer warranty's are passed on to the purchasing member. Galls has an internal quality control team that inspects items as they come in to our facilities and items before they go out.
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	Galls will honor all workmanship on alterations and customization. Exchanges and returns are processed upon receipt, but individual orders will be handled on a case-by-case basis. Reach out to your sales rep or our Customer Care team for questions.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30. Payments are accepted in the following forms: ACH/EFT All Major Credit Cards Government Purchase Cards Paper Check Cash - Branch Locations only	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any leasing or financing options at this time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	None at this time. Galls will work with each participating agency to determine and additional agreements that may be necessary.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Card and there is no additional cost associated with it's use.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Galls pricing structure will be based off the Galls Catalog and published pricing. SKUs have been provided for all items and pricing has been uploaded.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount off list price
61	Describe any quantity or volume discounts or rebate programs that you offer.	Galls is not offering a quantity or discount rebate. However, all participating users are encouraged to contact our Customer Care or designated sales contact for additional quotes.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Quotes will be provided on a case by case basis if items are not included on the full catalog offering. Additional products and manufacturers within the scope of work will be available to our customers. If the need to add these items to the contract arise we will work to have a PNP approved.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight cost are not included and will be quoted per order. Alterations, embroidery and customization are not included in the cost of the products listed in our offering. Due to the nature of these items we will quote on a case by case basis.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost are not included and will be quoted per order.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Galls currently ships to all states utilizing the best practices and most cost efficient options. Delivery to Canada will be completed in the same manner. All orders exiting the country shall be subject to a full internal export audit. All duties and fees are the responsibility of the purchasing entity.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Galls has 3 distribution centers nationwide and a retail branch network of over 50 locations. Participating Entities will have the option to purchase in store, online, over the phone or via email and fax.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcwell contract will be tied to the pricelist and automatically receive Sourcwell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over \$25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Galls has implemented several new processes in order to be successful in providing our goods under cooperative agreement. Galls has the ability to track items by customer, vendor, dates, etc. Galls will meet quarterly internally to discuss the usage and will provide training and soft skills to our sales associates to assist in driving customers appropriately to the cooperative agreement.
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offering includes items needed to complete uniforms for public safety, fire, military, transit, food service, and both private and public security. Galls has provided pricing for uniforms, badges, footwear and other related accessories. UNIFORM APPAREL ALTERATIONS/CUSTOMIZATION FOOTWEAR UNIFORM ACCESSORIES
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ALTERATIONS APRONS ASCOTS ATHLETIC/TRAINING BADGES/ID BALL CAPS BASELAYER BOTTOMS BASELAYER SLEEVES BASELAYER TOPS BDU BOTTOMS BDU LONG SLEEVE SHIRT BDU SHORT SLEEVE SHIRT BIKE BOTTOMS BIKE JACKET BIKE LONG SLEEVE SHIRT BIKE SHORT SLEEVE SHIRT BLAZER/BLOUSECOATS BOMBER JACKET BOOTS BUTTONS CASUAL WEAR CLASS A

CLASS B
COLD WEATHER GLOVES
CUSTOMIZATION
DICKIES
DRESS GLOVES
DRESS OXFORDS
DRESS UNIFORM
EPAILETTES
FLAPS/STRAPS/TABS
FLEECE JACKET
FOOD SERVICES
FOOD SERVICES HEADWEAR
FOOD SERVICES NECKWEAR
FOOTWEAR ACCESSORIES
GLOVES
HANKERCHIEFS
HEADWEAR
INSOLES
JACKETS
JOB SHIRT
LAB COATS
ON DUTY GLOVES
OVERALLS
PANELS
PANTS
PARKAS
PERFORMANCE BOTTOMS
PERFORMANCE JACKET
PERFORMANCE WEAR
POLOS
PONCHOS
SAFETY VESTS
SCARVES
SCRUBS
SHOELACES
SHORTS
SHOULDER CORDS
SKIRT
SOCKS
SOFTSHELL JACKETS
SUNGLASSES
SWEATERS
SWEATSHIRTS
TACTICAL PANTS
TIES
TROUSER BELTS
TROUSERS
T-SHIRTS
TURTLENECKS
UNDERGARMENTS
UNIFORM BOOTS
UNIFORM SHOES
VELCRO
WINDBREAKERS
WORK BOOTS
WORKWEAR
ZIPPERS

*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Sourcewell - Uniforms with Related Products and Services - RFP 011124 - Galls Price Offer.xlsx - Thursday January 11, 2024 11:34:22
- [Financial Strength and Stability](#) - Galls 2022 AFS- Confidential.pdf - Tuesday January 09, 2024 08:28:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Packing Slip-Return-Warranty.pdf - Thursday January 11, 2024 11:35:40
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - GQ B2B Specification - Updated 3.31.21.pdf - Tuesday January 09, 2024 08:28:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Fadden, Chief Executive Officer, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	<input checked="" type="checkbox"/>	2



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

STATE #01417

Contact Name/Phone

DAVE SINGLEY 4171

Requisition #

VB

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - APPROVAL OF POLICE JUMPSUITS VALUE BLANKET

Agenda Wording

Spokane Police Department would like to establish a contract with Galls LLC, for the purchase of Jumpsuits, utilizing WA State Contract #01417.

Summary (Background)

Initial Value Blanket term is October 1, 2024 through April 2, 2025 when the current term of the contract state contract expires. Estimated yearly amount not to exceed of \$150,000.00, which includes alterations and tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 150,000.00 on as-needed basis

Current Year Cost \$

Subsequent Year(s) Cost \$ 150,000.00

Narrative

Jumpsuits and alterations are a recurring operating expense and have been programmed into the annual budget.

Amount

Budget Account

Expense \$ 150,000

0680-11410-21250-53202-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

MCNAB, MICHAEL

Accounting Manager

SCHMITT, KEVIN

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PS EXEC REVIEW

YATES, MAGGIE

PURCHASING

WAHL, CONNIE

Distribution List

SPDFinance@spokanecity.org

dloucks@spokanepolice.org

Contract Summary

Non-Custom Uniforms and Accessories

[See vendors on this contract and their certifications](#)

Contract #: 01417

Replaces: [06810](#)

Contract Type: STATEWIDE CONTRACT

Scope:

This contract is for Non-Custom Uniforms and Accessories, including uniforms and related outerwear, footwear, and accessories products. Services include alterations, and customization.

How to Use this Contract:

1. Review the contractor section below to find pricing, product offerings, and information.
 2. Contact the sales representatives directly to consult about ordering tools and their products and services.
 3. Determine your shipping preference:
 - Ship to a Business Address
 - Freight charges prepaid by Galls, LLC
 - FOB Purchaser's specified destination with transportation and handling charges included
 - Ship to a Residential Address
 - Freight charged to Purchaser on a pass-through basis OR
 - Purchaser can provide a shipping account number for Galls, LLC to bill
 4. Reference DES Contract No. 01417 on your Purchase Order.
 5. Contact the Contract Administrator, April Ovestreet for further questions.
-

Awarded Contractor:

Galls, LLC

Account Representative: **Michelle Taylor**

Phone: 206.331.4360

Email: taylor-michelle@galls.com

Secondary Contact: **Amanda Meads**

Email: Meads-Amanda@galls.com

[GALLS, LLC Website](#)

[Contract](#)

[Amendments](#)

[Pricing](#)

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), [follows DES procurement process](#), and DES has determined that entering into this contract will be in the best interest of the State of Washington.

Found a Broken Link? [E-mail DES](#) so we can fix it ASAP.

Effective Date: 07-03-2019

Est. Annual Worth: \$500,000

Current Term Ends On: 07-02-2025

Final Term Ends On: 07-02-2025

Commodity Code(s): 200-86, 200-85, 200-87, 200-88, 936-18, 962-78, 345-08, 201-47, 201-65

Diversity: 0% WBE 0% MBE

of Bids Received: 2

Contact Info: April Cole (360) 407-8120
✉ april.cole@des.wa.gov

Secondary Contact Team Fir (360) 407-2213
Info:
✉ DESContractsTeamFir@des.wa.gov

Vendor and Contract Performance Feedback Form

Please send an email request to the Contract Manager for copies of any submitted feedback
See the list of customers and vendors for the contract

Who Can Use This Contract?

- Organizations with Statewide Contract Usage Agreements
- Customer Communication Profile

- Pricing & Ordering
- 01417 GALLS LLC, Amendment 1
- Galls LLC. Contract

- 01417 Bid Tab
- 01417 Solicitation
- Original Solicitation Amendments
- Galls LLC Winning Bid

This Contract has no Resource Documents

Showing 1 to 1 of 1 Vendors

All Vendors Per Page.








Search Vendors:

1

Vendor <input type="button" value="↑↓"/>	Vendor # <input type="button" value="↑↓"/>	OMWBE <input type="button" value="↑↓"/>	Small Business <input type="button" value="↑↓"/>	Veteran <input type="button" value="↑↓"/>	Considerations / Preferences <input type="button" value="↑↓"/>	Award Type <input type="button" value="↑↓"/>
GALLS, LLC	W16228					Main

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

Award Types = Main, Reserved, and Main/Reserved

-  = Veteran Owned
-  = Small Business
-  = Preference Contract w/ Green Recycled Content
-  = *Preference Executive Order 18-03
-  = *Preference Electronic Products Purchasing
-  = *Preference Hydrofluorocarbons Products Purchasing
-  = *Preference Nonmercury-Added Products Purchasing

 = *Preference Polychlorinated Biphenyls (PCBs) Purchasing

* = Newly Added Icon.

 = All Other Green Considerations

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210

 contractingandpurchasing@des.wa.gov

 [Find a Contracts Specialist](#)

Hi Michelle,

The new pricing for the jumpsuits is below. Please let me know if you have any questions or if you need any additional information from me. Thanks.

JU005	Lightweight Jumpsuit	\$ 48 3.62
JU001	Midweight Jumspuit	\$ 55 9.39
JU002	Winterweight Jumpsuit	\$ 58 0.34
JU006	Taser Pocket	\$ 4 1.65
JU007	Badge Tab	\$ 7.67
JU016 BOTH	Zippered Calf Pocket	\$ 3 2.29
JU017	Inside Leg Zippers	No Added Charge
JU018	Nastansky Zipper (females)	\$ 2 9.05
JU026	Belt Loops	No Added Charge

Kiley

Kiley Lyons | Regional Account Executive
1306 N. Howard St. | Spokane, WA 99201
Phone: 509-957-5170 | lyons-kiley@galls.com

Proud To Serve America's Public Safety Professionals



< **Business Lookup**

License Information:

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

Entity name: GALLS, LLC

Business name: GALLS, LLC

Entity type: Limited Liability Company

UBI #: 602-598-924

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1340 RUSSELL CAVE RD
LEXINGTON KY 40505-3114

Mailing address: 140 GRAND ST
STE 300
WHITE PLAINS NY 10601-4840



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
SeaTac General Business - Non-Resident				Active	Dec-31-2024	Feb-15-2023
Shelton General Business - Non-Resident	0052080			Active	Dec-31-2024	Sep-12-2018
Snohomish General Business - Non-Resident				Active	Dec-31-2024	Feb-14-2023
Snoqualmie General Business - Non-Resident				Active	Dec-31-2024	Sep-18-2023
Spokane General Business - Non-Resident				Active	Mar-31-2025	Mar-14-2024

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

Governing people

Title



Governing people

Title

GALLS INTERMEDIATE HOLDINGS, LLC

Registered Trade Names

Registered trade names

Status

First issued

BLUMENTHAL UNIFORMS

Active

Nov-21-2014

BLUMENTHAL UNIFORMS AND
EQUIPMENT

Active

Nov-21-2014

GALLS LLC

Active

Dec-22-2021

GALLS, LLC

Active

Jun-16-2022

POSTAL UNIFORMS DIRECT

Active

Nov-21-2014

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
8/28/2024 8:27:20 AM



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Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	Police
Contact Name	Dave Singley
Contact Email & Phone	dsingley@spokanepolice.org 509-625-4171
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	Approval of Police Jumpsuits Value Blanket
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>Spokane Police Department would like to establish a contract with Galls LLC, for the purchase of Jumpsuits, utilizing WA State Contract #01417. These jumpsuits are essential gear for police officers and this would be a continuation of an ongoing expense & service.</p> <p>Initial VB term is October 1, 2024 through April 2, 2025 when the current term of the contract state contract expires. Upon renewal of state contract, 4 one-year renewal options will be available upon mutual agreement. Estimated yearly amount not to exceed of \$150,000.00, which includes alterations and tax.</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>\$150,000(max) on as-needed basis</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost: \$150,000</p> <p>Narrative: <u>Jumpsuits and alterations are a recurring operating expense and have been programmed into the annual budget.</u></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? 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>	
<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.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

SHAWNA 370-8534

Requisition #

CR 26687

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - AXON MY90 PILOT PROJECT

Agenda Wording

Axon My90 Pilot Project - Spokane Police Department would like to purchase a public-facing communication system called My90.

Summary (Background)

My90 is an Axon product that integrates with Computer Aided Dispatch and Records Management Systems to provide automated messages to citizens - improving SPD's overall response and reducing workload on officers, detectives, and support staff. Byrne JAG Grant, OPR 2023-0886, Sourcewell 101223-AXN

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 97,194.86

Current Year Cost \$ 97,194.86

Subsequent Year(s) Cost \$ This is a two-year pilot program. If the City decides to continue with My90,

Narrative

Fully-funded 2-year pilot program using the Byrne Discretionary Grant that SPD received in 2023. SPD is currently working with Axon on an updated master contract quote that would include My90 and other features and would lock in pricing through 2034.

Amount

Budget Account

Expense \$ 97194.86

1620-91812-21140-54820-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-542805-45433.636CN

Issued: 05/21/2024

Quote Expiration: 06/30/2024

Estimated Contract Start Date: 08/01/2024

Account Number: 446518

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1100 W Mallon Ave Spokane, WA 99260-2043 USA	Spokane Police Dept. - WA 1100 W Mallon Ave Spokane WA 99260-2043 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Shawna Ernst Phone: (509) 625-4106 Email: sernst@spokanepolice.org Fax:

Quote Summary

Program Length	24 Months
TOTAL COST	\$89,169.60
ESTIMATED TOTAL W/ TAX	\$97,194.86

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$89,169.60	\$8,025.26	\$97,194.86
Total	\$89,169.60	\$8,025.26	\$97,194.86

Quote Unbundled Price:	\$89,169.60
Quote List Price:	\$89,169.60
Quote Subtotal:	\$89,169.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
100590	AXON MY90 - LICENSE	352	24		\$10.20	\$10.20	\$86,169.60	\$7,755.26	\$93,924.86
A la Carte Services									
100105	AXON MY90 - PSO - SETUP	1			\$3,000.00	\$3,000.00	\$3,000.00	\$270.00	\$3,270.00
Total							\$89,169.60	\$8,025.26	\$97,194.86

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
--------	------	-------------	-----	-------------------	-------------------------

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100590	AXON MY90 - LICENSE	352	08/01/2024	07/31/2026

Services

Bundle	Item	Description	QTY
A la Carte	100105	AXON MY90 - PSO - SETUP	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1100 W Mallon Ave	Spokane	WA	99260-2043	USA

Payment Details

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Payment	100105	AXON MY90 - PSO - SETUP	1	\$3,000.00	\$270.00	\$3,270.00
Upfront Payment	100590	AXON MY90 - LICENSE	352	\$86,169.60	\$7,755.26	\$93,924.86
Total				\$89,169.60	\$8,025.26	\$97,194.86

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/21/2024



AXON PURCHASE – MY90, FLEET3, INTERVIEW

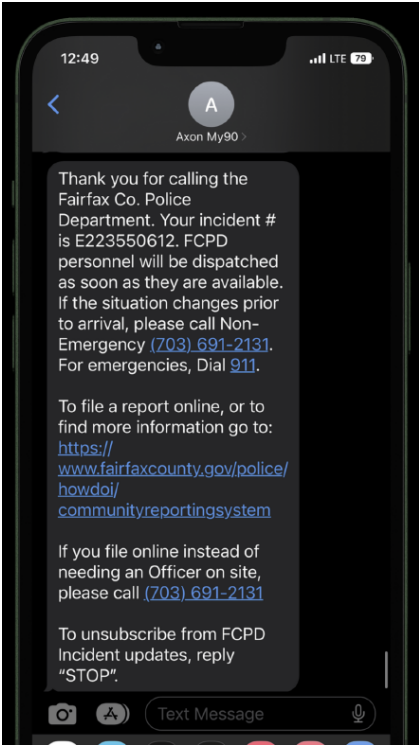
8/29/2024 – Shawna Ernst, sernst@spokanepolice.org

Please note that SPD has requested a contract for this purchase through legal. Axon 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	9/9/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Axon My90 Pilot Project
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Spokane Police Department would like to purchase a public-facing communication system called My90.</p> <p>My90 is an Axon product that integrates with Computer Aided Dispatch and Records Management Systems to provide automated messages to citizens – improving SPD’s overall response and reducing workload on officers, detectives, and support staff.</p> <p>My90 includes the ability to send text messages to 911 callers based on call type. Once a dispatcher enters call information into CAD, a message can be automatically sent to the caller. For example, for a collision without injuries, My90 can send instructions on how to exchange information or safely move vehicles out of the roadway.</p> <p>Example text message:</p> 

*use the Fiscal Impact box below for relevant financial information

My90 additionally includes post-contact surveys, community surveys, and internal surveys. These surveys give the public and the department the ability to provide meaningful feedback about community safety. Surveys can help the department gain insight about interactions, create actionable feedback, and proactively build relationships.

When we migrate to Axon Records (early 2025), My90 can also be used to automatically communicate with crime victims about their police report/investigation.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$97,194.86

Current year cost: \$97,194.86

Subsequent year(s) cost: This is a two-year pilot program. If the City decides to continue with My90, we will look at rolling it into our Axon Master Contract.

Narrative: This is a fully-funded two-year pilot program using the Byrne Discretionary Grant that SPD received in 2023. SPD is currently working with Axon on an updated master contract quote that would include My90 and other features and would lock in pricing through 2034.

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 two years.

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 project will enable all citizens in Spokane, including historically excluded communities to engage with the Spokane Police Department through post contact surveys and community engagement surveys. The surveys are anonymous, which should help those from historically excluded communities feel comfortable providing candid feedback to the department. This program will help the department maintain positive relationships with the Spokane community.




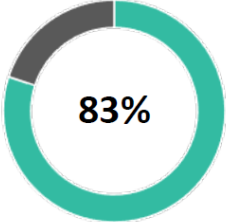
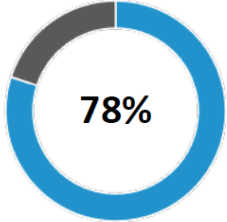
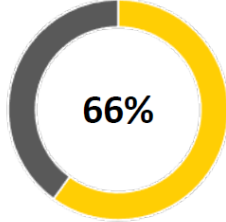

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Surveys are anonymized, but will include demographics. We will be able to utilize the surveys to determine the effect of the program by demographics.

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

We will analyze the survey responses to determine if the community is utilizing them.

Here is an example of survey results – showcasing how we can gage community responsiveness to the surveys:

	GOTHAM, NC MONTHLY REPORT OCTOBER 2022	/ Post Contact – 8 new officer compliments / Employee survey is now live / 15% Response rate for all messages sent	BADGES EARNED  
COMMUNITY	POST-CONTACT	EMPLOYEE	
 <p>83%</p> <ul style="list-style-type: none">/ 285 Responses/ 78% Completion Rate/ 83% Community Score (CSAT)	 <p>78%</p> <ul style="list-style-type: none">/ 4,167 Responses (428 in August)/ 15% Response Rate/ 78% Post-Contact Score (PCSAT)	 <p>66%</p> <ul style="list-style-type: none">/ Last Check-In: August/ 65% Response Rate/ 66% Employee Score (ESAT)	

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 furthers our goals of improving community engagement, reducing workloads, and supporting our employees.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd 8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

SHAWNA 370-8534

Requisition #

CR 26688

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - AXON INTERVIEW ROOM SYSTEM

Agenda Wording

Axon Interview Room System - We received grant funding in 2023 that included a project to migrate the system at Partners to the Axon Interview Room system (currently in use at the Police Department for all adult interviews).

Summary (Background)

Spokane Police Department has a partnership with Partners with Families and Children for juvenile forensic interviews. These interviews are critical for investigations and the partnership allows the juvenile to feel safe and be interviewed in a neutral location by a trained forensic interviewer. Interviews are currently recorded on older technology that requires a significant amount of work for Partners staff to transfer to detectives. Byrne JAG Grant, OPR 2023-0886, Sourcewell 101223-AXN

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 81,303.55

Current Year Cost \$ 81,303.55

Subsequent Year(s) Cost \$ 7,500/year beginning is 2029

Narrative

This project includes the system and installation. There are no grant match requirements. SPD TARU staff will provide initial training to Partners staff. Partners IT staff will perform minor maintenance & TARU will provide server updates/larger maintenanc

Amount

Budget Account

Expense \$ 81,303.55

1620-91812-21140-54201-99999

Select \$

#

Select \$

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Select \$

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Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-540714-45323.663CN

Issued: 02/01/2024

Quote Expiration: 03/31/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 446518

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1100 W Mallon Ave Spokane, WA 99260-2043 USA	Spokane Police Dept. - WA 1100 W Mallon Ave Spokane WA 99260-2043 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Kurt Monsen Phone: (509) 477-5980 Email: kmonsens@spokanecity.org Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	\$76,696.48
ESTIMATED TOTAL W/ TAX	\$81,303.55

Discount Summary

Average Savings Per Year	\$1,340.16
TOTAL SAVINGS	\$6,924.16

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$76,696.48	\$4,607.07	\$81,303.55
Total	\$76,696.48	\$4,607.07	\$81,303.55

Quote Unbundled Price:	\$83,620.64
Quote List Price:	\$76,696.48
Quote Subtotal:	\$76,696.48

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CA	Interview Room 2 Camera Standard	2	62	\$674.36	\$618.52	\$618.52	\$76,696.48	\$4,607.07	\$81,303.55
Total							\$76,696.48	\$4,607.07	\$81,303.55

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	10/15/2024
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	10/15/2024
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	10/15/2024
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	10/15/2024
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	10/15/2024
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	10/15/2024
Interview Room 2 Camera Standard	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	10/15/2024
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	10/15/2024
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	10/15/2024
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	10/15/2024
Interview Room 2 Camera Standard	74059	AXON INTERVIEW - ENCLOSURE - MOTION SENSOR	2	10/15/2024
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	10/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	11/15/2024	01/14/2030
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	11/15/2024	01/14/2030

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50448	AXON INTERVIEW - EXT WARRANTY	2	10/15/2025	01/14/2030

Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Billing	IR2CA	Interview Room 2 Camera Standard	2	\$76,696.48	\$4,607.07	\$81,303.55
Total				\$76,696.48	\$4,607.07	\$81,303.55

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/1/2024



AXON PURCHASE – MY90, FLEET3, INTERVIEW

8/29/2024 – Shawna Ernst, sernst@spokanepolice.org

Please note that SPD has requested a contract for this purchase through legal. Axon 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	9/9/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Axon Interview Room System – Partners with Families and Children
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Spokane Police Department has a partnership with Partners with Families and Children for juvenile forensic interviews. These interviews are critical for investigations and the partnership allows the juvenile to feel safe and be interviewed in a neutral location by a trained forensic interviewer. Interviews are currently recorded on older technology that requires a significant amount of work for Partners staff to transfer to detectives.</p> <p>We received grant funding in 2023 that included a project to migrate the system at Partners to the Axon Interview Room system (currently in use at the Police Department for all adult interviews).</p> <p>Axon Interview places cameras and microphones in interview rooms to streamline the recording process. Interviews are automatically recorded and saved to a local server, then uploaded to the Axon cloud with date/time/case number metadata.</p> <p>This project will save time for Partners staff and for SPD Detectives and ensure that juvenile interviews are housed in a secure system with appropriate file retention.</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>\$81,303.55</u> Current year cost: \$81,303.55 Subsequent year(s) cost: Future costs are approximately \$7,500/year (beginning in 2029)	
Narrative: <u>This project includes the system and installation. There are no grant match requirements. Police Department Technical Assistance Response Unit (TARU) staff will provide initial training to Partners staff. Partners IT staff will perform minor maintenance and TARU will provide server updates/larger maintenance.</u>	
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? The funding is sustainable for the next five years.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: No additional budget impacts.	

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 project will improve the juvenile interview recording system which is used for all juvenile interviews. The system improvements will help victims from all backgrounds including those from historically excluded communities.</p>
<p>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?</p> <p>We will collect limited data regarding the time savings from this system, but do not plan to collect data related to disparities as this system will be utilized for all juvenile interviews.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>We will collect limited data regarding the time savings from this system. We are confident this is the right solution as we've been utilizing the same system at SPD for over four years.</p>
<p>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?</p> <p>This proposal aligns with Washington State RCWs related to recording of juvenile interviews and the rights of juvenile victims/witnesses.</p>



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

SHAWNA 370-8534

Requisition #

Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - AXON FLEET 3

Agenda Wording

Spokane Police Department would like to purchase two Axon Fleet 3 systems.

Summary (Background)

Axon Fleet 3 is a vehicle camera system that includes a forward-facing camera (dash camera), a forward-facing automated license plate recognition camera (ALPR camera), and a rear-facing camera to record activity in the back seat of the vehicle. SPD will utilize these cameras to locate and recover stolen vehicles. Funding was provided by the Washington Auto Theft Prevention Authority through a grant award.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 26,875.84

Current Year Cost \$ 26,875.84

Subsequent Year(s) Cost \$ This equipment has a five-year lifecycle. If the City chooses to continue with

Narrative

This is fully funded utilizing the WATPA grant (\$25,000 award amount) with the remaining \$1,875.84 coming from the TARU software budget through delaying a project until 2025.

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

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Select \$

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\$

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\$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCNAB, MICHAEL

Division Director

MCNAB, MICHAEL

Accounting Manager

Legal

SZAMBELAN, TIMOTHY

For the Mayor

Additional Approvals

PS EXEC REVIEW

YATES, MAGGIE

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

SPDFinance@spokanecity.org



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-480242-45509.743CN

Issued: 08/05/2024



Quote Expiration:

Estimated Contract Start Date: 12/01/2024

Account Number: 446518

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1100 W Mallon Ave Spokane, WA 99260-2043 USA	Spokane Police Dept. - WA 1100 W Mallon Ave Spokane WA 99260-2043 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Shawna Ernst Phone: (509) 625-4106 Email: sernst@spokanepolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$24,999.00
ESTIMATED TOTAL W/ TAX	\$26,875.84

Discount Summary

Average Savings Per Year	\$1,998.60
TOTAL SAVINGS	\$9,993.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$24,999.00	\$1,876.84	\$26,875.84
Total	\$24,999.00	\$1,876.84	\$26,875.84

Quote Unbundled Price:	\$34,992.00
Quote List Price:	\$32,250.00
Quote Subtotal:	\$24,999.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	2	60	\$227.59	\$204.74	\$204.74	\$24,568.80	\$1,838.13	\$26,406.93
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	60		\$64.01	\$3.59	\$430.20	\$38.71	\$468.91
Total							\$24,999.00	\$1,876.84	\$26,875.84

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic + TAP	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	2		11/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL - SIGNAL UNIT	2		11/01/2024
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	2		11/01/2024
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2		11/01/2024
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2		11/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	12/01/2024	11/30/2029
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	12/01/2024	11/30/2029
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	12/01/2024	11/30/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	2
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	11/01/2025	11/30/2029
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	11/01/2025	11/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
	1100 W Mallon Ave	Spokane	WA	99260-2043	USA

Payment Details

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Grant	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	\$430.20	\$38.71	\$468.91
Upfront Grant	Fleet3B+TAP	Fleet 3 Basic + TAP	2	\$24,568.80	\$1,838.13	\$26,406.93
Total				\$24,999.00	\$1,876.84	\$26,875.84

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/5/2024



AXON PURCHASE – MY90, FLEET3, INTERVIEW

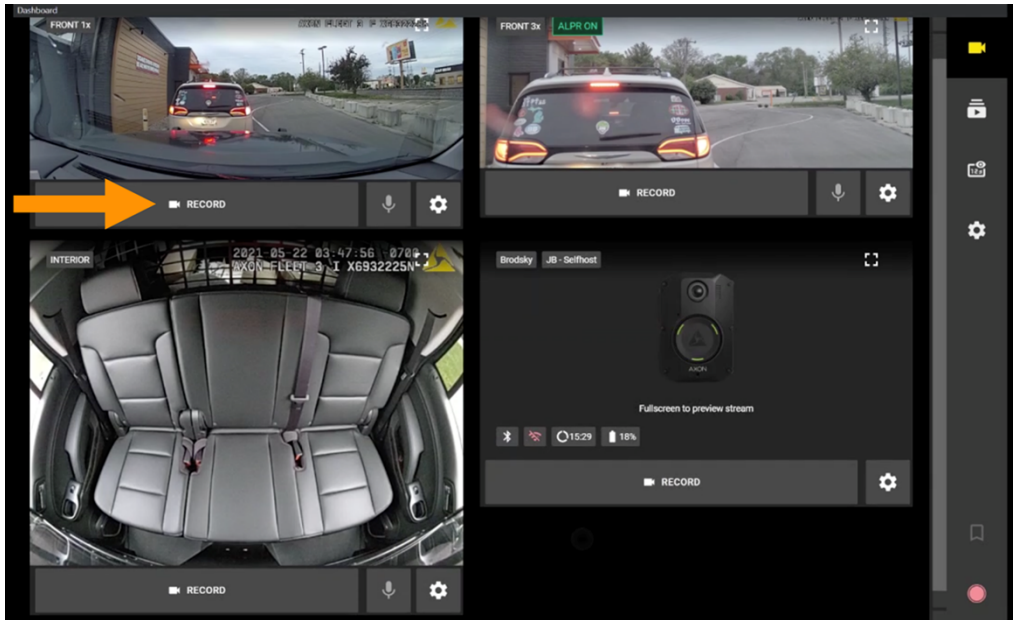
8/29/2024 – Shawna Ernst, sernst@spokanepolice.org

Please note that SPD has requested a contract for this purchase through legal. Axon 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	9/9/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarette</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Axon Fleet 3
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>Spokane Police Department would like to purchase two Axon Fleet 3 systems.</p> <p>Axon Fleet 3 is a vehicle camera system that includes a forward-facing camera (dash camera), a forward-facing automated license plate recognition camera (ALPR camera), and a rear-facing camera to record activity in the back seat of the vehicle.</p> <p>SPD will utilize these cameras to locate and recover stolen vehicles. Funding was provided by the Washington Auto Theft Prevention Authority through a grant award.</p> <p>Here is an example of the Fleet 3 software screen (from Axon’s website):</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>\$26,875.84</u>
Current year cost:	\$26,875.84

Subsequent year(s) cost: This equipment has a five-year lifecycle. If the City chooses to continue with Fleet 3, the next payment will be due in 2029 and can be incorporated into our Axon master contract renewal.

Narrative: This is fully funded utilizing the WATPA grant (\$25,000 award amount) with the remaining \$1,875.84 coming from the TARU software budget through delaying a project until 2025.

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 five years.

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?

Fleet 3 will be installed in two Corporal vehicles. Corporals pool their vehicles and we will prioritize cars that span all four of our precincts to ensure that the vehicles are utilized across the city. As the Corporals respond to incidents, the ALPR cameras will scan for license plates that have active alerts: stolen vehicles, amber alerts, silver alerts, missing indigenous alerts, and alerts for vehicles involved in violent crimes. The department's goal is to use this technology to solve crimes and locate missing persons for all citizens of Spokane, regardless of demographic background.

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?

At the end of the grant period (June 2025), we will analyze the success rate of these vehicles and compare to demographics in our police report system to determine if there were any disparate impacts.

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

The system will log each time a plate is matched against existing alerts (amber alert, stolen vehicle alert, etc...). We will utilize this data to determine if the cameras are successful and the cost-benefit for future use.

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 furthers our goals of improving technology, solving crimes and missing persons reports, and being good financial stewards.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Consent

Date Rec'd

8/29/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

DAVE SINGLEY 4171

Requisition #

Contact E-Mail

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - ACCEPTANCE OF REGISTERED SEX OFFENDER GRANT FY24-25

Agenda Wording

Acceptance of Registered Sex Offender Grant FY24-25

Summary (Background)

Grant agreement between City of Spokane and Spokane County to accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for the continued participation in the Registered Sex Offender Address and Residency Verification Program. SPD has consistently participated in and received RSO funding since 2008.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 60000

Current Year Cost \$ 60000

Subsequent Year(s) Cost \$

Narrative

Partial funding for one current SPD detective position.

Amount

Budget Account

Revenue \$ 60,000.00

1620-91823-99999-33469-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
POLICE DEPARTMENT IN CONJUNCTION WITH THE
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY
VERIFICATION PROGRAM FY24/25 GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount \$ 60 , 000	3. Tax ID# 91-6001280
			4. DUNS#/UEI 115528189/PDNCLY8MYJN3
5. Grantee Representative Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org		6. County's Representative Elise Vandenberghe, Grants and Contracts Administrator Spokane County Sheriff's Office 1100 W. Broadway Spokane, WA 99260 (509) 477-2701 evandenberghe@spokanesherriff.org	
7. Contract #	8. Original Grant ID# RSO 24-25 Spokane	9. Start Date 07/01/24	10. End Date 06/30/25
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs			
12. Federal Funds (as applicable) N/A	13. CFDA # N/A	14. Federal Agency: N/A	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.			
18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.			
FOR THE GRANTEE:		FOR COUNTY:	
Signature _____	Date _____	Signature _____	Date _____
Name _____		Name _____	
Title _____		Title _____	

(FACE SHEET)

1. SERVICES

- 1.1. The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by reference.

2. COMPENSATION

- 2.1. The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment “B” Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment “A”. The CITY’s reimbursement for services set forth in Attachment “A” shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment “B” and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY’s representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: October 10, 2024 (for the preceding July 1 – September 30 period); January 10, 2025 (for the preceding July 1-December 30 period), April 15, 2025 (for the preceding January 1-March 31 period), and July 10, 2025 (for the preceding April 1-June 30 period), The July to December’s reimbursement **request must be received no later than January 10th** to be allowable under this AGREEMENT. **Failure to do so may result in the County’s refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**
- 2.2. In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.
- 2.3. Requests for reimbursement shall be submitted to:
Contessa Tucker
Accounting Tech IV
Spokane County Sheriff’s Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
ctucker@spokanecounty.org
- 2.4. Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by COUNTY.

3. TERM

- 3.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment "A" will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

5. VENUE STIPULATION

- 5.1. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

6. COMPLIANCE WITH LAWS

- 6.1. The Parties specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
 - 6.1.1. Audits – 2 CFR Part 200;
 - 6.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
 - 6.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order

11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- 6.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- 6.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- 6.1.6. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

6.2. **Washington State Laws and Regulations:**

- 6.2.1. Affirmative action, RCW 41.06.020 (11);
- 6.2.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- 6.2.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- 6.2.4. Discrimination-human rights commission, Chapter 49.60 RCW;
- 6.2.5. Ethics in public service, Chapter 42.52 RCW;
- 6.2.6. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- 6.2.7. Open public meetings act, Chapter 42.30 RCW;
- 6.2.8. Public records act, Chapter 42.56 RCW; and
- 6.2.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

7. NON-DISCRIMINATION

- 7.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the

presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this Agreement.

8. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

- 8.1. The CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

9. NEW CIVIL RIGHTS PROVISION

- 9.1. The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

10. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

- 10.1. To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- 11.1. During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this Agreement.

12. PAY EQUITY

- 12.1. The CITY agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:
 - 12.1.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
 - 12.1.2. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 12.1.2.1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
 - 12.1.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.
 - 12.1.2.3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.
- 12.2. This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

13. TERMINATION FOR CAUSE/SUSPENSION

- 13.1. In the event COUNTY determines that the CITY failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to the CITY. Such termination shall be deemed “Termination for Cause.” Termination shall take effect on the date specified in the notice.
- 13.2. In the alternative, COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part or may restrict the CITY's right to perform duties under this Agreement. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to the CITY.
- 13.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

- 13.4. In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

14. TERMINATION FOR CONVENIENCE

- 14.1. Except as otherwise provided in this Agreement, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the COUNTY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

15. TERMINATION PROCEDURES

- 15.1. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:
- 15.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 15.1.2. Place no further orders for materials, services, or facilities related to the Agreement;
 - 15.1.3. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
 - 15.1.4. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.
- 15.2. Upon termination of the Agreement, COUNTY shall pay the CITY for any service provided by the CITY under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 15.3. Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

16. COUNTY REPRESENTATIVE

16.1. The COUNTY hereby appoints, and the CITY hereby accepts the COUNTY's representative, or her designee as identified on the Face Sheet as the COUNTY's liaison for the purpose of administering this Agreement. The CITY hereby appoints, and COUNTY hereby accepts the CITY's representative, or his/her designee as identified on the Face Sheet as the CITY's liaison for the purpose of administering this Agreement.

17. NOTICES

17.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth on the Face Sheet for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

18. HEADINGS

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

19. MODIFICATION

19.1. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

20. WAIVER

20.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

21. INDEMNIFICATION

- 21.1. To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.
- 21.2. The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.
- 21.3. The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this Agreement. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.
- 21.4. The COUNTY shall 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 COUNTY 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.
- 21.5. The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, 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.
- 21.6. These indemnifications and waiver shall survive the termination of this Agreement.
- 21.7. No officer or employee of the CITY or the COUNTY 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.

22. ALL WRITINGS CONTAINED HEREIN

- 22.1. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The

CITY has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce the CITY to execute the same.

23. SEVERABILITY

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

24. EXECUTION AND APPROVAL

- 24.1. The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

25. COUNTERPARTS

- 25.1. 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.

26. DISPUTE RESOLUTION

- 26.1. Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.
- 26.2. The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.
- 26.3. The costs of the arbitration panel shall be equally split between the Parties.

27. NO THIRD-PARTY BENEFICIARIES

- 27.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

28. SURVIVAL

- 28.1. Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

29. INSURANCE

- 29.1. The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 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.
- 29.2. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

30. AUDIT

- 30.1. General Requirements. CITY shall procure audit services based on the following guidelines.
 - 30.1.1. The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
 - 30.1.2. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
 - 30.1.3. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
 - 30.1.4. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- 30.2. Federal Funds Requirement – 2 CFR Part 200

- 30.2.1. The CITY, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
 - 30.2.1.1. Grantor agency name
 - 30.2.1.2. Federal agency
 - 30.2.1.3. Federal program income
 - 30.2.1.4. Other identifying contract numbers
 - 30.2.1.5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
 - 30.2.1.6. Grantor contract number
 - 30.2.1.7. Total award amount including amendments (total grant award)
 - 30.2.1.8. Current year expenditures
- 30.2.2. If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.
- 30.2.3. The CITY shall include the above audit requirements in any subcontracts.
- 30.2.4. In any case, the CITY's financial records must be available for review by the COUNTY and the Washington State Department of Commerce.
- 30.3. Documentation Requirements
 - 30.3.1. The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 2 Compensation.
 - 30.3.2. In addition to sending a copy of the audit, when applicable, the CITY must include:
 - 30.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
 - 30.3.2.2. Copy of the Management Letter.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- 31.1. The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- 31.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 31.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 31.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 - 31.1.4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 31.2. Where the CITY is unable to certify to any of the statements in this Agreement, the CITY shall attach an explanation to this Agreement.
- 31.3. The CITY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.
- 31.4. The CITY further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- 31.5. **LOWER TIER COVERED TRANSACTIONS**
 - 31.5.1. The lower tier Grantee certifies, by signing this Agreement 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.
 - 31.5.2. Where the lower tier Grantee is unable to certify to any of the statements in this Agreement, such Grantee shall attach an explanation to this Agreement.
- 31.6. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

32. SUBCONTRACTORS

- 32.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by the CITY to provide the services under the terms of this Agreement agree to comply with all applicable sections of this Agreement. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

33. ASSIGNMENT

- 33.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the CITY without prior written consent of COUNTY.

34. ATTORNEYS' FEES

- 34.1. Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce the terms of the Agreement, each party agrees to bear its own attorneys' fees and costs.

35. RECORDS MAINTENANCE

- 35.1. The CITY shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The CITY shall retain such records for a period of six years following the date of final payment.
- 35.2. At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.
- 35.3. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

36. LOSS OF FUNDING

- 36.1. In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal

completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten-business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

37. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 37.1. "Confidential Information" as used in this section includes:
 - 37.1.1. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
 - 37.1.2. All material produced by the CITY that is designated as "confidential" by COUNTY; and
 - 37.1.3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 37.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
- 37.3. Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

38. COPYRIGHT PROVISIONS

- 38.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.
- 38.2. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.
- 38.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.
- 38.4. The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

39. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

- 39.1. The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this Agreement. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

40. REPORTING

- 40.1. The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

Sgt. Rob Satake
Program Manager
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
rssatake@spokanesheriff.org

41. POLITICAL ACTIVITIES

- 41.1. Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

42. PUBLICITY

- 42.1. The CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

43. TAXES

- 43.1. All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

44. LICENSING, ACCREDITATION, AND REGISTRATION

- 44.1. The CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

ATTACHMENT A SCOPE OF WORK

This is an Agreement to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

1. The term of this Agreement is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2024, and terminates on June 30, 2025.
2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender's address at the place of residency:
 - a. For level I offenders, once every twelve (12) months;
 - b. For level II offenders, once every six (6) months; and
 - c. For level III offenders, once every three (3) months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The CITY is responsible to notify the COUNTY's Representative of any change in personnel. Non-reporting of change in personnel may impact CITY's request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this Agreement. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" to send staff to other training events.

9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Sgt. Rob Satake via email at rssatake@spokanesherriff.org for prior approval to use grant funds for proposed training events.

**ATTACHMENT B
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	\$0.00
Contracted Services	\$0.00
Goods & Services	\$0.00
Administrative Costs	\$0.00
Travel/Training	\$3,000
Total Program	\$60,000

Transfer of funds between line-item budget categories must be approved by COUNTY's representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Sgt. Rob Satake via email at rssatake@spokanesherriff.org for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



**Spokane County
INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY24-25

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY _____
(SIGN IN INK)

(TITLE) (DATE)



FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)	RECEIVED BY	DATE RECEIVED
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DATE	DESCRIPTION	AMOUNT BILLED

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9th, 2024
Submitting Department	Police
Contact Name	Dave Singley
Contact Email & Phone	dsingley@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	Acceptance of RSO Grant FY24-25
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>Grant agreement between City of Spokane and Spokane County to accept funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) for the continued participation in the Registered Sex Offender Address and Residency Verification Program.</p> <p>SPD has consistently participated in and received RSO funding since 2008.</p> <p>A total of \$60,000 is being awarded to be used \$57,000 for salary/benefits and \$3,000 for travel/training.</p> <p>Grant period is 7/1/2024 through 6/30/2025.</p>
<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>\$60,000</u></p> <p style="padding-left: 20px;">Current year cost: \$60,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Partial funding for one current SPD detective position.</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: Grant</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?