

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



AGENDA FOR 1:15 P.M. MONDAY, DECEMBER 2, 2024

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 PM December 2, 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 December 2, 2024

III. Monthly Report/Update

1. 0680 - MONTHLY POLICE & FIRE OVERTIME REPORT - KEVIN SCHMITT (0 minutes)
2. 0680 - PHOTO RED MONTHLY UPDATE - MIKE MCNAB (0 minutes)
3. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - MIKE MCNAB (0 minutes)

IV. Discussion Items

1. SPD MONTHLY UPDATE - CHIEF HALL (10 minutes)
2. SFD MONTHLY UPDATE - CHIEF O'BERG (10 minutes)
3. CLEAN AND SAFE CONTRACT - EMILY CAMERON (10 minutes)
4. 0320 - SPD ASSET FORFEITURE PROGRAM UPDATES - JACKSON DEESE (5 minutes)
5. COMMUNITY ASSEMBLY RESOLUTION REGARDING CONTRACT WITH SPOKANE C.O.P.S. - GIACOBBE BYRD (5 minutes)

V. Consent Items

1. 0680 - FTAP GRANT SUBGRANTEE AWARD AGREEMENT WITH YWCA (POLICE)
2. 0680 - LEICA 360 SCANNER PURCHASE (POLICE)
3. 1970 RENEWAL OF ANNUAL SUBSCRIPTION WITH TARGET SOLUTIONS (FIRE)
4. 0680 - BLEA AGREEMENT WITH WSCJTC FOR 2025-2026 (POLICE)
5. 1620 - ACCEPTANCE OF BEHAVIORAL HEALTH UNIT GRANT AMENDMENT (POLICE)
6. 1620 - ORGANIZED RETAIL CRIME GRANT AWARD (POLICE)
7. 0500 SPECIAL COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Information Only

Date Rec'd 11/20/2024

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 BWILKERSON

Agenda Item Name

0680 - MONTHLY POLICE & FIRE OVERTIME REPORT

Agenda Wording

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

Summary (Background)

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended November 9th, 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 November 9th

Fund	2024 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	7,663,728	6,753,477	5,621,141	1,132,336
Public Safety & Judicial Grants	412,985	363,933	132,139	231,794
Public Safety Personnel Fund	14,000	12,337	80,676	(68,339)
Police TOTAL	8,090,713	7,129,747	5,833,956	1,295,791
Fire/EMS	4,100,000	3,613,027	5,223,978	(1,610,951)
Public Safety Personnel Fund	123,600	108,920	207,801	(98,881)
Fire TOTAL	4,223,600	3,721,946	5,431,779	(1,709,833)

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	December 2 nd , 2024
Submitting Department	Police/Fire
Contact Name	
Contact Email & Phone	
Council Sponsor(s)	Councilmembers Dillon, Cathcart & CP Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Monthly Police & Fire Overtime Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Actual overtime costs incurred through the period ended November 9th, 2024.</p> <p>Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/02/2024**Committee Agenda type:** Information Only**Date Rec'd**

11/20/2024

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

POLICE

Bid #**Contact Name/Phone**

MIKE MCNAB 4115

Requisition #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0680 - PHOTO RED MONTHLY UPDATE

Agenda Wording

Photo Red Monthly Update

Summary (Background)

Photo Red Monthly Update

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Select \$ #

Select \$ #

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 December 2nd, 2024.

Statistic for Photo Red for the time frame of **October 1st, 2024 to October 31st, 2024.**

There were 2097 violations on the photo red system from **October 1st, 2024 to October 31st, 2024**. During the same time frame in 2023 there were 1975 violations, which is an increase of 122 violations. All cameras came back on line this month.

Statistic for Photo Speed for the time frame of **October 1st, 2024 to October 31st, 2024.**

There were 1713 violations on the photo speed system from **October 1st, 2024 to October 31st, 2024**. During the same time frame in 2023 there were 2820 violations. This is a decrease of 600 violations. The camera at Longfellow elementary was down for a bad cable but did come back on-line October 30th.

Executive Summary: Photo RED

October 1st, 2024 to October 31st, 2024

- Browne and Sprague was the 1st highest with 281 violations.
- Freya and 3rd was the 2nd highest with 267 violations.
- Division and Sprague was the 3rd highest with 244 violations.
- Thor and second was the 4th highest with 229 violations.

Executive Summary: Photo SPEED

October 1st, 2024 to October 31st, 2024

- Willard Elementary was 1st highest with 535 violations.
- Ferris/ Adams was the 2nd highest with 489 violations.
- Ridgview was the 3rd highest with 473 violations.
- Finch elementary was the 4th highest with 382 violations.

***Current revenue of the system.**

Type of Revenue	2024 Initial/Adopted Budget	Budget/12 months or budget per month	10 months of budget	Actual through October 2024	variance to actual surplus/(shortfall)
Photo Red Fines	1,820,000	151,667	1,516,670	1,684,815	168,145
School Zone Fines	5,030,000	419,167	4,191,670	2,650,505	(1,541,165)

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?



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Submitting Dept

POLICE

Bid #

Contact Name/Phone

MIKE MCNAB 4115

Requisition #

Contact E-Mail

MMCNAB@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0680 - STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Spokane Police Department's Strategic Initiatives Monthly update report.

Summary (Background)

Spokane Police Department's Strategic Initiatives Monthly update report.

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
December 2024 Report



Public Safety and Community Health Committee Briefing
December 2024



Excerpts of Commendations
(Personal Identifying Information has been removed)

Hi, I just wanted to reach out and express my appreciation to your officers who responded to the shooting incident in behind the Air B&B my family and I were staying in on Saturday October 19th in the early morning hours. Officers were on scene in less than a minute from the time I called 911.

I would like to share with you a heartwarming experience I had at COPS SE last week. A man, a mentor similar to Big Brothers, brought a young boy to our shop to meet some policemen. The boy is one of three sons to a single mom and a drug addicted dad. The officers took time out of their busy schedules to talk to the boy. The officers spent a good 15 - 20 minutes with this young man. They shook his hand and gave him one of their cookies. The man told the boy, "This is where you come if you need help." [Unknown South Precinct officers.]

Good morning, everyone. I wanted to extend my appreciation to **Sergeant [Greg] Rogan and Officer [Jen] Kerns** for their contributions to yesterday's workshop [Social Integration with Spokane Police at the Manzanita House]. I received excellent feedback from the community, and their presentation was well-aligned with our community's needs. They had a positive experience with our Police department. Additionally, Sergeant Rogan, thank you for all your services. I wish you a wonderful retirement for you and your family.

Good Afternoon. I just wanted to express my gratitude for **Officer Adam Anderson (#1394)** for meeting me at my office to assist me with a police report yesterday. He was very personable, knowledgeable and helpful with this process. I just wanted to pass along the appreciation. Thank you.

I just wanted to give a quick shout out to a couple of your officers, **Officers Chris Lesser and Isobel Luengas**. They brought a runaway dependent youth to our office [Department of Children, Youth & Families] today and did an amazing job! They were professional, had great communication, easy to work with and gracious with their time and the entire situation. I know how busy your officers are and that they have much more important things to take care of – so I wanted to take the time to give them a SHOUT OUT from DCYF! Kudos to these officers!! Keep up the great work!! Thanks for all you do.

[SPD Volunteer Services Unit and Community Outreach] I am so glad that SPD once again came and participated in our [American Indian Community Center] Trunk or Treat event. We value your partnership and your friendship!



Internal Affairs Unit Update

January 1 through October 31, 2024, Commendations and Complaints

Commendations Received: **Total: 159**

Complaints Received: **Total: 83 (65 from community)**

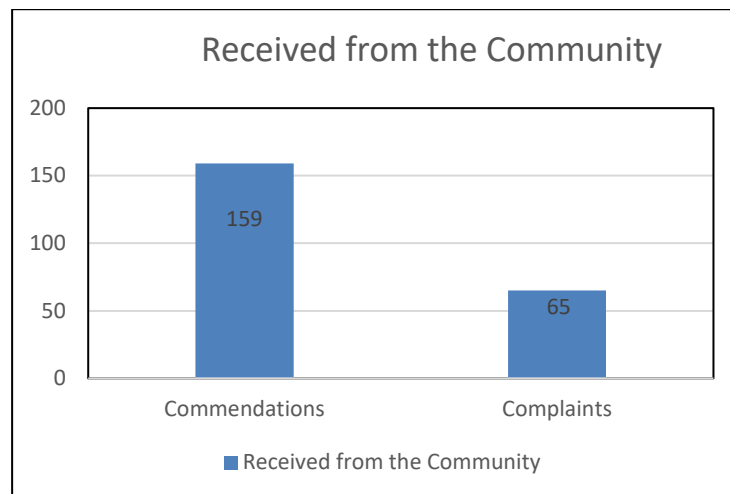
Closed Complaints: 29 (As of October 31, 2024)

Source of Complaints—January 1 through October 31, 2024

Received by the Office of Police Ombudsman	Total: 39
Received by the Spokane Police Department	Total: 44
Internally Generated by the SPD	Total: 18
Generated by the Community	Total: 65

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 three times the commendations as complaints. In 2023, SPD saw a 12% increase in commendations compared to 2022.

The chart below shows commendations versus complaints from the community through October 2024.



Deadly Force (Officer-Involved Shootings) Update

2024

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

- **Incident 2024-20019659 (Pending Prosecutor Review):** Incident 2024-20019659 took place on January 31, 2024, near 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 Prosecutor Review):** Incident 2024-20027307 took place on February 12, 2024, near Howard and Riverside. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2024-20060204 (Pending Prosecutor Review):** Incident 2024-20060204 took place on March 31, 2024, in the 1800 block of West Dean. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **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 Panel Review):** Incident 2023-20088146 took place on May 10, 2023, near 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 conducted an administrative investigation. The investigation is being reviewed by the Admin Panel Review, prior to the Chief's review.
- **Incident 2023-20238146 (Pending Administrative Investigation):** Incident 2023-20238146 took place on December 3, 2023, in the 9200 block of Colton Street. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs will conduct an administrative investigation.

2022

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

- **Incident 2022-20012711 (Closed)**
- **Incident 2022-20134271 (Pending Administrative Review Panel):** 2022-20134271 took place on August 3, 2022, near 2nd and Sheridan. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified. Internal Affairs conducted an administrative investigation. The investigation is being reviewed by the Admin Panel Review, prior to the Chief's review.
- **Incident 2022-20156670 (Pending Deadly Force Review Board):** 2022-20156670 took place on September 4, 2022, near 2900 E. Wabash Avenue. SIIR completed the criminal investigation. The Prosecutor's Office ruled the use of deadly force justified. SPD completed the administrative investigation.



- **Incident 2022-20184192 (Pending Prosecutor Review):** 2022-20184192 took place on October 16, 2022, near 100 S Cedar. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2022-20214924 (Closed)**

Chief Hall Connecting with the Community

Since his swearing in on August 26, 2024, Chief Hall has met with multiple community groups:

- Adult and Teen Challenge
- AHANA Multi-Ethnic Business Association
- Alcohol, Tobacco, and Firearms (ATF)
- Business Roundtable
- Carl Maxey Center
- Catholic Charities
- Community Colleges of Spokane
- Compassionate Addiction Treatment
- Drug Enforcement Administration
- Downtown Spokane Partnership
- Empire Health Foundation
- Gonzaga University
- Innovia Foundation
- International Rescue Committee
- Jewel's Helping Hands
- Joint Terrorism Task Force - FBI
- Kalispel Tribe of Indians
- Latinos En Spokane
- Lutheran Community Services Northwest
- Martin Luther King Jr. Family Outreach Center
- Mujeres in Action
- NAACP Spokane
- NATIVE Project
- Northeast Community Center
- Nuestras Raices/Hispanic Professional and Business Association
- Office of Police Ombuds
- Peace and Justice League of Spokane
- Providence
- Rayce Rudeen Foundation
- Refugee and Immigrant Connections
- Spokane C.O.P.S.
- Spokane Independent Metro Business Alliance (SIMBA)
- Southside Senior and Community Center
- Spokane Business Association
- Spokane County Sheriff's Office
- Spokane Homeless Coalition



- Spokane Human Rights Commission
- Spokane Police Foundation
- Spokane Pride
- Spokane Public Facilities
- Spokane Public Schools
- Spokane Tribe Business Council
- Take All Coalition
- Temple Beth Shalom
- The Way to Justice
- Thrive International
- U.S. Attorney's Office
- West Central Community Center
- YWCA



Sector Updates

Adam Sector (Northwest)

Adam Sector officers participated in several community Trunk or Treat events.
 Trunk or Treat with the Garland District, NATIVE Project, and with Spokane Pride at Corbin Senior Center.



Baker Sector (Northeast)

Coffee with a Cop with the Northeast Sector
 The Hillyard McDonald's at 3416 N. Market Street has been an amazing partner in these outreach events.





Trunk or Treat with Hillyard Built at the Northeast Precinct

Hillyard Built, a nonprofit organization in Hillyard, organized a community trick or treating event. As families traveled on Market Street, they interacted with many businesses and community members, including officers at the precinct.



Cub Scout Visit at the Northeast Precinct

On November 7, 2024, a group of Scouts enjoyed a Patrol, Drone, SWAT, and K9 Show and Tell event.

Juvenile in custody after bringing weapon to school

On October 15th, 2024, at 11:30am SPD responded to 4106 N Cook (Shaw Middle School) after school officials contacted 911 advising a student had a weapon in their possession. The information was brought forward to school staff by another student. Once aware of the safety concerns, District 81 Resource Officers quickly contacted the student, taking his backpack away. He fled campus subsequent to 911 being called.

District 81 located a loaded handgun inside the backpack. Patrol officers quickly responded and located the student a short distance away from the campus, detaining him without incident. Additional information was obtained that the student showed the gun to another classmate, telling him not to say anything.

At the conclusion of the incident, the student (12-year-old male) was taken into custody for Possession of Dangerous Weapons on School Facilities and 2nd Degree Unlawful Possession of a Firearm. He was then booked into the Spokane County Juvenile Detention Center.



This is a great reminder for students to say something if they see something. SPD applauds the student in this instance for coming forward.

Charlie Sector (South)

Recent News: Suspect in East Spokane homicide in custody

On October 22nd, 2024, at 2:29pm SPD responded to the area of Thor and 1st Avenue in East Spokane on a report of a stabbing. Upon arriving, a male victim was located with stab wounds. Despite lifesaving efforts by medical professionals, the victim succumbed to his injuries at the scene.

As officers began the investigation, information was obtained that indicated the suspect was the son of the victim. Detectives with SPD's Major Crimes Unit (MCU) responded to the scene to assist with the investigation. Leads/tips on the suspect's whereabouts came into 911, but officers were unable to locate him. With the information and evidence obtained at that time, an arrest warrant was issued in the event the suspect was contacted outside of Spokane County.

Washington State Patrol (WSP) came upon a vehicle that appeared disabled on I90 westbound near Cheney. Upon checking the license plates, the vehicle was reported as stolen. There was a single male occupant in the vehicle later identified as Damian C. Eiffert (38). Eiffert is the son of the victim and the primary suspect in the homicide investigation. Eiffert was uncooperative with WSP and stated he had a gun on his person, while reaching for his waistband area. Due to the extreme safety concerns, I90 was closed in both directions. Multiple specialty units from the Spokane County Sheriff's Office (SCSO) responded to assist WSP. SCSO SWAT, Crisis Negotiations, Behavioral Health Unit (BHU) and the Regional Air Support Unit (SRASU) arrived on the scene.

County Negotiators communicated with Eiffert in an effort to facilitate his surrender. He continued to be uncooperative making comments that someone from law enforcement was going to die. Eiffert was observed getting in and out of the vehicle with items in his hands. At just after 9am, he fled the vehicle on foot but was detained a short distance away.

Damian C. Eiffert was taken into custody for 2nd Degree Murder. The name of the deceased and specific cause of death will be released by the Spokane County Medical Examiner's Office.

If you have information about this investigation, contact Crime Check at 509 456-2233. Reference 2024-20219669.



Crisis Outreach, Response and Engagement (CORE) Pilot Program Uses Multiple Evidence-Based Proactive Approaches

In October 2024, Spokane Police Chief Kevin Hall, Spokane Fire Chief Julie O’Berg, and Mayor Lisa Brown developed and instituted a pilot program aimed at addressing challenges in the downtown core. The “Crisis Outreach, Response and Engagement” (CORE) program was a 30-day, short-term pilot that included law enforcement, alternative response, and outreach agencies. SPD deployed additional officers to the downtown precinct to increase visibility and engagement through bike and foot patrols. These officers assisted in increased implementation of place-based policing, an approach that identifies areas and times with higher risk of crime. Simultaneously, the City increased alternative response through the expansion of co-deployment teams (first responders and behavioral health providers), including the Behavioral Health Unit, Behavioral Response Unit, and CARES Team. Two additional BHU officers were deployed to the downtown precinct and SPD worked closely with Spokane Fire to provide increased response to fit various needs. The City of Spokane additionally leveraged partnerships with i2 Strategies and Revive Reentry to navigate individuals to appropriate resources through increased outreach. Members of the Revive team joined Code Enforcement to engage in outreach, coordinate encampment resolution, and navigate individuals to treatment and housing.

- Place-based policing: CORE was deployed where the most crime and quality of life issues were concentrated. After four weeks of the CORE pilot plan, SPD saw a slight reduction in violent crime, especially assaults.
- Person-focused policing: During the four weeks, officers made almost 200 contacts with 143 unique individuals. These individuals represented over 2000 local arrests over the years; 15% represented over 1100 arrests. SPD is working with partners to address the needs of a very active group of individuals, many of whom are dealing with behavioral health and substance use issues. Officers were looking for individuals who are trafficking Fentanyl. Several active drug trafficking investigations resulted from CORE contacts.
- Problem-oriented policing: SPD collaborated with partners to address social causes of crime, such as drug addiction and homelessness. Our issues in the Downtown core are an all-government agency, all-community issue. Chief Hall believes that the best way to move forward is with a holistic approach.

Investigations Update



SPD Investigations staff members Captain Tracie Meidl, Lieutenant Nate Spiering, Lieutenant Rob Boothe, and Detective Elijah Hayward attended a gala on October 25, 2024, to support This Mission, a local nonprofit we work with. This organization provides grant funding to combat human trafficking. Lieutenant Rob Boothe spoke as part of a panel.

Reckless Driving Emphasis

On October 12, 2024, SPD conducted an emphasis patrol to address reckless motorcycle operation, funded by the Washington Traffic Safety Commission.

Four motorcyclists were arrested for reckless driving and booked into Spokane County Jail. One of those four was also given a \$395 ticket for driving without a motorcycle endorsement. All of them were safely apprehended thank to assistance from drone operators from the Air Support Unit (ASU). Drone footage of the operation can be found here: <https://vimeo.com/1024518861?share=copy>

So far, in 2024, four motorcyclists have died in crashes in Spokane. Motorcycle crash fatalities have been trending upward in the last decade in the city of Spokane with over half of those crashes (57%) involving speed. These trends have also been seen statewide, with 138 motorcyclists killed in 2023. In the United States in 2022, 35% of all motorcycle riders involved in fatal crashes in were speeding, compared to 22% of all passenger car drivers. Motorcycle riders 21 to 24 years old involved in fatal crashes had the highest speeding involvement at 51% in 2022 and of the 2,254 motorcycle riders who died in single-vehicle crashes in 2022, 42% were alcohol-impaired.

SPD plans to deploy these emphasis patrols for the remainder of 2024 and throughout 2025, again utilizing ASU to safely take reckless drivers into custody.

Training Opportunity for the Community – Impaired Driving and Current Drug Trends

The Spokane Police Department recently secured two separate grants through the Washington State Traffic Safety Commission (WTSC) in order to help curb the number of impaired drivers on our roads. The first grant funded by the WTSC is for a full time DUI enforcement officer.

The second position is funded as a newly created Impaired Driving Training Coordinator. This officer will be in charge of impaired driving detection certifications for SPD as well as providing education to community stakeholders in current drug trends with a focus on reduction in impaired driving. As a resource for our local area, they are available to educate current medical professionals, first responders, schools and other community member groups. The officer will continue to be assigned to our Spokane Municipal DUI Therapeutic Court and available to respond to Fatal and Serious Injury Collision investigations.

Community members may contact Sgt. Teresa Fuller at tfuller@spokanepolice.org if you would like an impairment training for your group or organization.



SPD Volunteers at Halloween Events

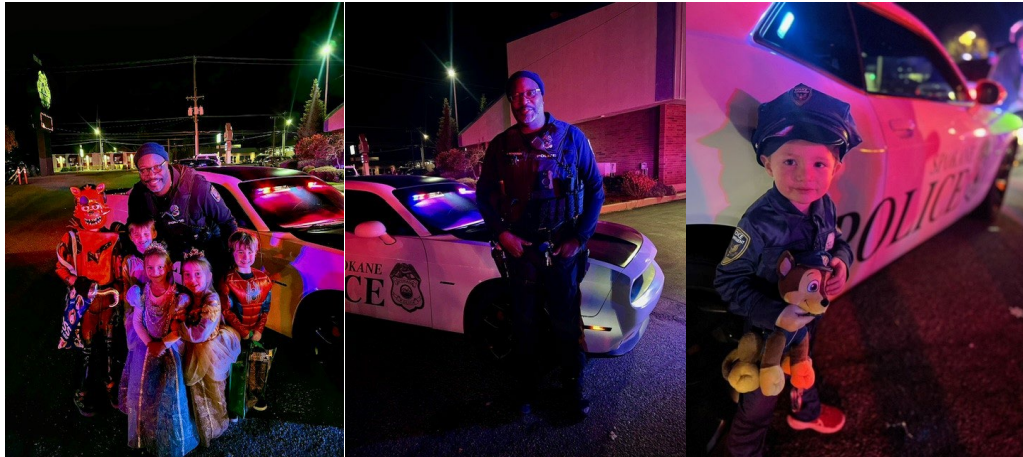
Spokane Police Department Cadets and Explorers enjoyed Halloween outreach at Northtown Mall.



SPD Volunteer Services at the American Indian Community Center Trunk or Treat.



Reserve Officer Ed Richardson also attended a Trunk or Treat event in Spokane Valley.



SPD Sergeant Receives Award

Sergeant Richie Plunkett received a Community Impact Award from Light A Lamp, a local non-profit organization, in recognition of his outstanding work with the Behavioral Health Unit. He built strong relationships with community members and providers, and his compassion and dedication have had a significant impact. Congratulations, Sgt. Plunkett!



Chaplains Support SPD with Chap-toberfest Event

Each October, the Spokane Police Department Chaplains make lunch for all SPD officers, professional staff, and volunteers to show them they are appreciated. Bratwursts, chili, pretzels, and plenty of candy were shared with SPD on October 24, 2024.



Volunteering with SPD

One of the main goals of the Spokane Police Department is to engage with the community we serve. There are many ways to engage with the Spokane Police Department.

Interested in becoming a volunteer with SPD? Or learning about an internship experience? Learn more here:

<https://my.spokanecity.org/police/volunteers/cadets/>
<https://my.spokanecity.org/police/volunteers/explorers/>
<https://my.spokanecity.org/police/volunteers/citizen/>
<https://my.spokanecity.org/police/officer/internships/>



If you are interested in applying or have any questions, please contact the Volunteer Services Unit at 509.363.8283. Email your completed application as an attachment to volunteer@spokanepolice.org.

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

Public Safety and Community Health Committee

Julie O'Berg, Fire Chief





Staffing Report

- **Current Relief Pool = 16**
- **Recruit Academy 2025-01**
 - **Interviews Scheduled**
- **New Lieutenant Promotions - 5**
- **CARES expansion: Two of the three social case managers hired. Interviews are continuing for the third (Master's Degree) position**





Overtime \$ Status

Uniform Overtime

2024 is **9% lower** in \$\$\$ than the same time last year with a **22% decrease** in hours compared to last year

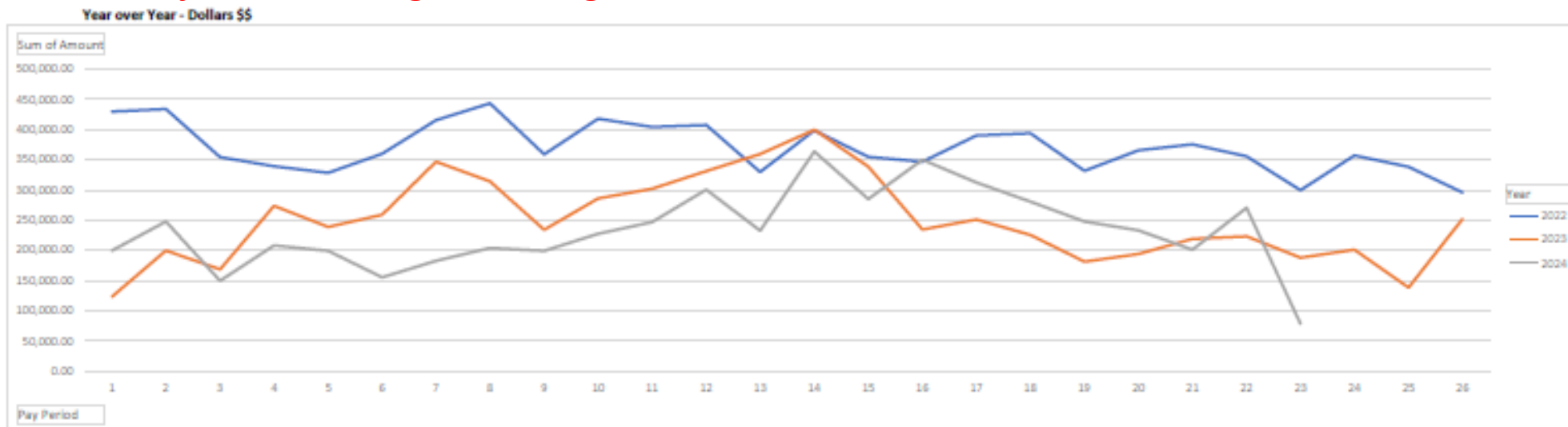
15,000 hours have been paid as extra hours instead of OT in 2024 due to the FLSA change that took effect this year, a \$388,603 cost avoidance.

Pay Period 23 – First half of FLSA period

105.7% of the Annual OT budget expended (88.1% through budget year) **+32.9%**

Budget variance adjustment due to approved SBO (\$750,000)

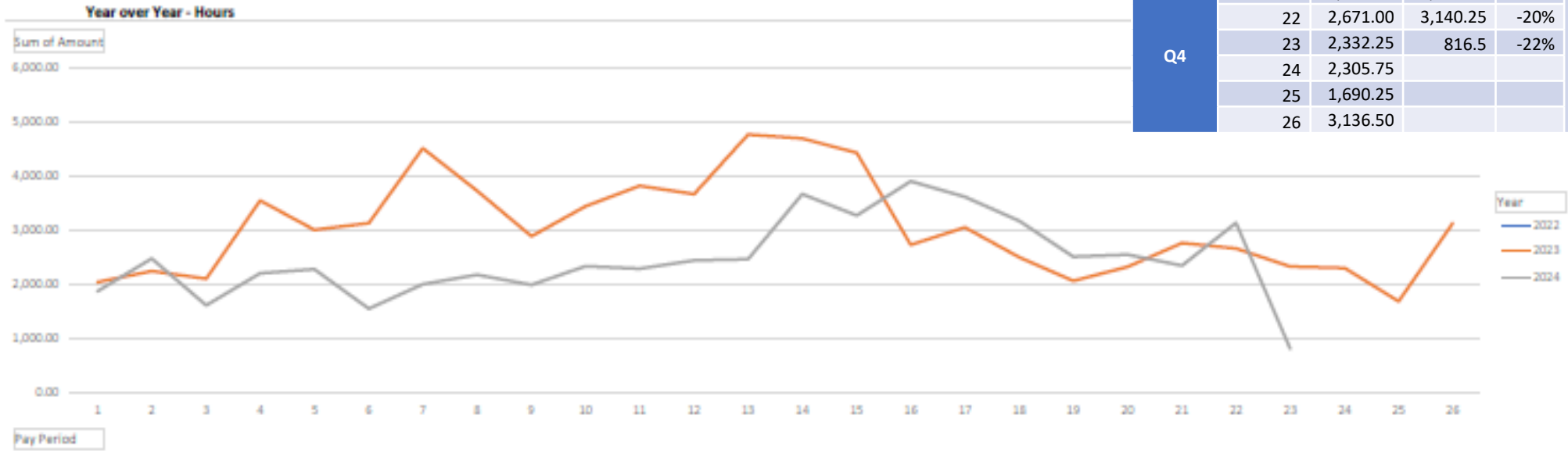
This adjustment brought OT budget total \$4,850,000



Overtime Hours Status



Quarter	Pay Period	2023 Hours	2024 Hours	Percentage Difference	
Q1	1	2,048.00	1,874.00	-8%	-15%
	2	2,248.50	2,483.50	1%	
	3	2,108.00	1,616.25	-7%	
	4	3,556.50	2,207.00	-18%	
	5	3,017.00	2,286.00	-19%	
	6	3,138.00	1,552.00	-25%	
	7	4,521.25	2,004.50	-32%	
Q2	8	3,737.75	2,182.50	-34%	-34%
	9	2,896.75	1,996.58	-33%	
	10	3,446.25	2,340.00	-33%	
	11	3,826.25	2,295.54	-34%	
	12	3,676.50	2,445.59	-34%	
	13	4,777.75	2,469.25	-35%	
	14	4,700.25	3,672.60	-34%	
Q3	15	4,441.50	3,281.25	-33%	-27%
	16	2,736.50	3,910.25	-30%	
	17	3,059.00	3,625.50	-27%	
	18	2,506.75	3,176.50	-25%	
	19	2,067.75	2,512.03	-23%	
Q4	20	2,330.50	2,553.59	-22%	YTD -22%
	21	2,768.00	2,348.84	-22%	
	22	2,671.00	3,140.25	-20%	
	23	2,332.25	816.5	-22%	
	24	2,305.75			
	25	1,690.25			
	26	3,136.50			





November 2024 Response Metrics



RESPONSE METRICS

4,733
Incident Volume

↓ 278
from prev 30 days

11,394
Response Volume

↓ 1,054
from prev 30 days

AREAS OF CONCERN

35
Structure Fires 11F, 11C, 11W, 11H

↓ 7
from prev 30 days

3
Brush Fires 14L, 14M, 14H, 14E

↓ 16
from prev 30 days

RESPONSE PERFORMANCE

90.0%
1st Due Performance

↑ 0.4%
from prev 30 days

178
1st Due Overgoals

↓ 11
from prev 30 days

RESPONSE TIMES - ALL TIMES LISTED AS 90TH PERCENTILE

8m30s
Total Response

↓ 08s
from prev 30 days

40s
Dispatch

↓ 03s
from prev 30 days

2m11s
Turnout (Performance)

↑ 04s
from prev 30 days

2m17s
Turnout (All)

↑ 03s
from prev 30 days

5m58s
Travel

↑ 02s
from prev 30 days

November 2024 Overdose Data



Down 17
from October

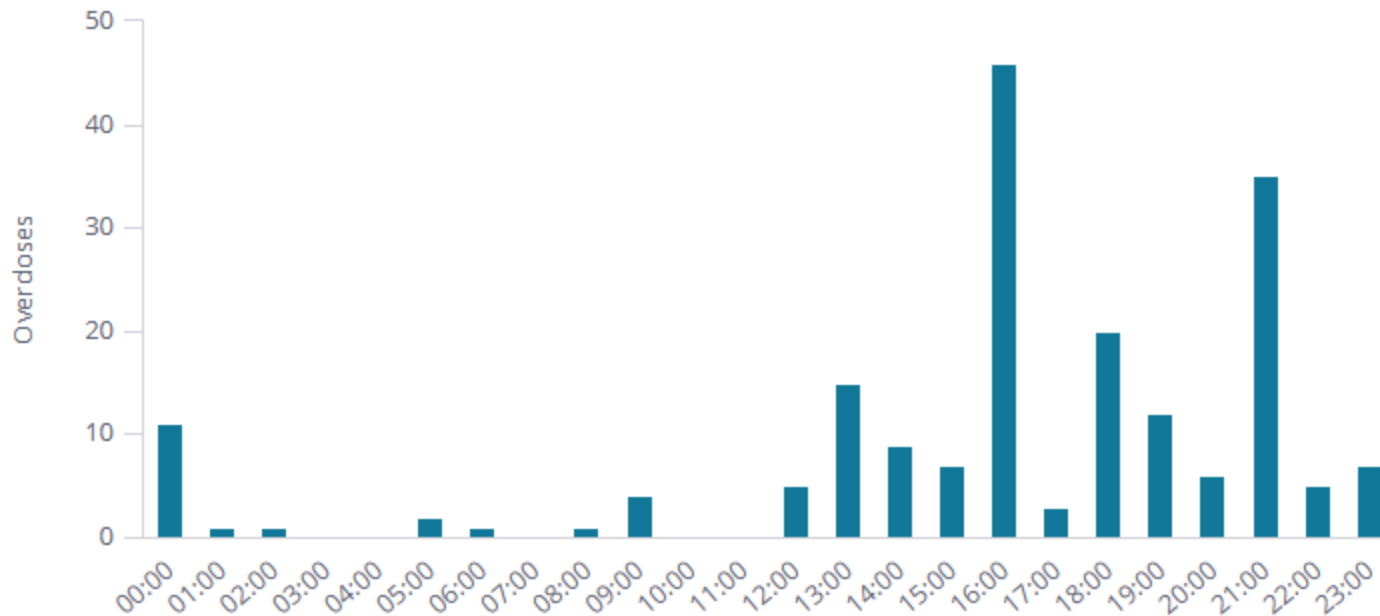
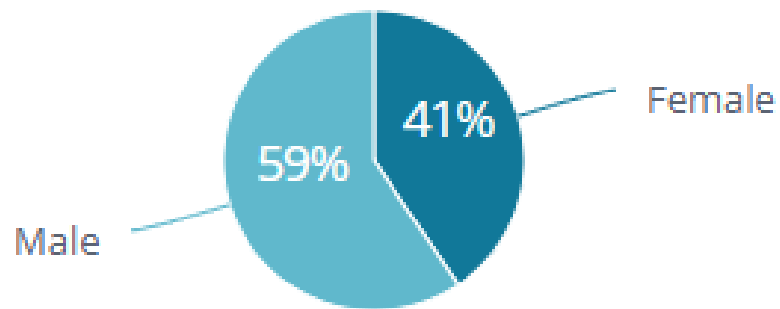
Down 5 from
October

Overdose Patients
153

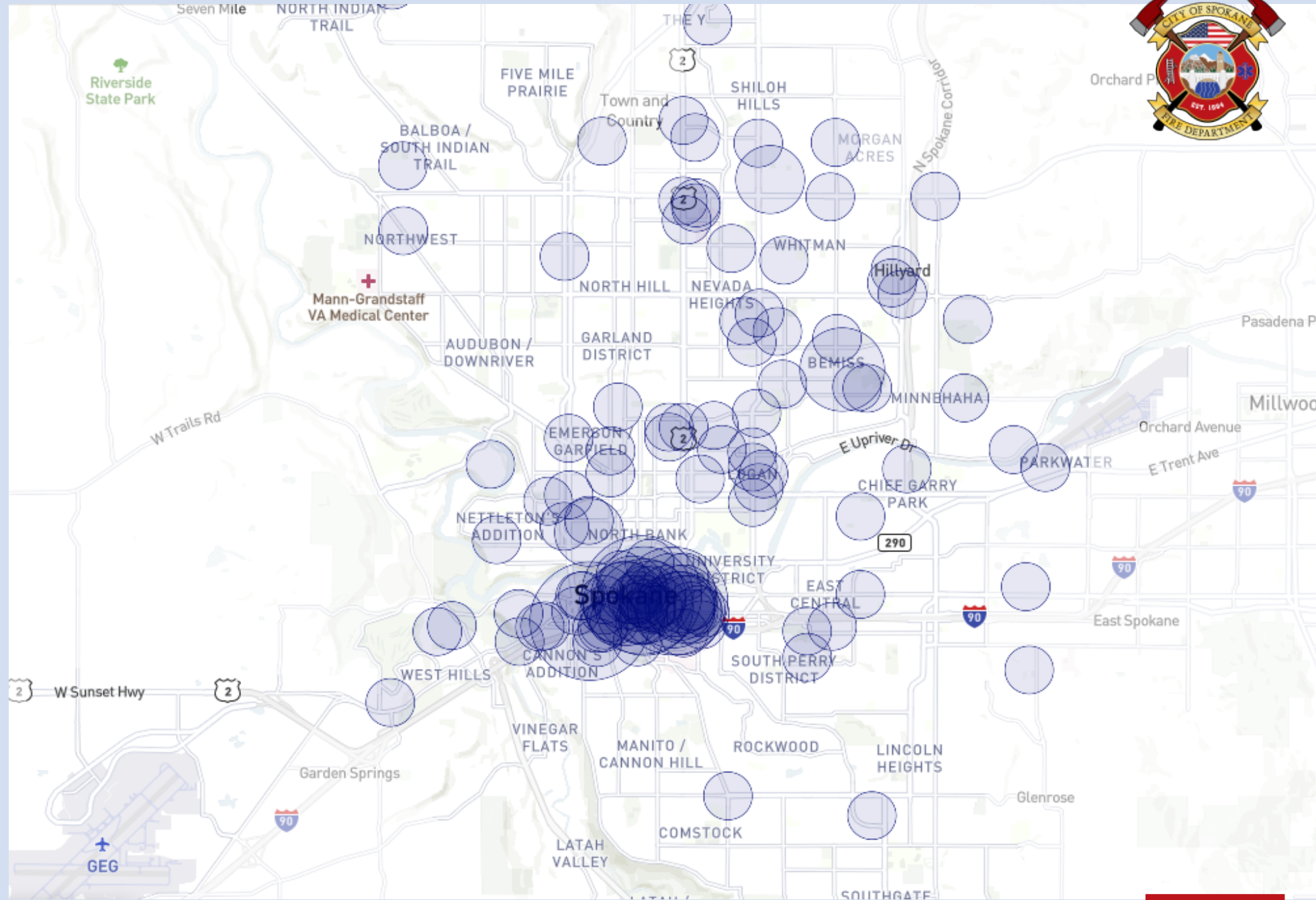
Narcan given by SFD
45

Patients Transported to the ED
68

Average Patient Age In Years
37.64



November 2024 Overdose Heat Map



Ongoing Initiatives



- Weekly Command Training for all Battalion Chiefs
- Risk Management completed detailed Safety Inspections for all Fire Stations and SFD Facilities
- HVAC replacement for Station 1 scheduled for February 2025 (tentatively).
- Continue to repurpose/shuffle staff vehicles and heavy apparatus that have been replaced with new units.
 - Have nearly all 2001 & 2009 fire engines back in service after major repairs on each of them
- New roof membrane installed on burn building room. This modification will allow us to get the thermal tiles repaired in east burn room in 2025.
- Partnering with a Station 11 neighbor to replace a fence that borders combined properties. Has been a positive relationship building experience. Contractor is splitting the invoice to avoid any payment conflict

Public Safety and Community Health Committee

Julie O'Berg, Fire Chief





Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Discussion

Date Rec'd 11/18/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 01/13/2025

Submitting Dept CITY COUNCIL

Bid #

Contact Name/Phone JACKSON DEESE X6718

Requisition #

Contact E-Mail JDEESE@SPOKANECITY.ORG

Agenda Item Type First Reading Ordinance

Council Sponsor(s) ZZAPPONE

Agenda Item Name 0320 - SPD ASSET FORFEITURE PROGRAM UPDATES

Agenda Wording

AN ORDINANCE relating to the Asset Forfeiture Program audit process and amending Section 08.19.20 of the Spokane Municipal Code.

Summary (Background)

Altering SPD Asset Forfeiture Program audit requirements to be on four-year cycles, rather than yearly.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Both SPD and the State Auditor's Office have requested changes in the audit cycle for the Asset Forfeiture Program funds. The Washington Association of Sheriffs and Police Chiefs Accreditation Standards recommend four-year audit cycles.

Amount

Budget Account

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	12/2/24
Submitting Department	COUNCIL
Contact Name	JACKSON DEESE
Contact Email & Phone	JDEESE@SPOKANECITY.ORG
Council Sponsor(s)	ZZAPPONE
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SPD Asset Forfeiture Program Updates
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Altering SPD Asset Forfeiture Program audit requirements to be on four-year cycles, rather than yearly.
*use the Fiscal Impact box below for relevant financial information	

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: N/A
 Current year cost: N/A
 Subsequent year(s) cost: N/A

Narrative: Both SPD and the State Auditor's Office have requested changes in the audit cycle for the Asset Forfeiture Program funds due to the quick turnaround of yearly audits. The Washington Association of Sheriffs and Police Chiefs Accreditation Standards recommend four-year audit cycles.

Funding Source One-time Recurring N/A
 Specify funding source: Select Funding Source*
 Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

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

- What impacts would the proposal have on historically excluded communities?
N/A, provides relief to SPD and Auditor's Office for auditing the Program.
- 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?
Achieving quality reports from the State Auditor's Office on the new cycle requirement.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Regular updates by staff to City Council after each audit cycle as required by SMC.

- 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?

Maintains accountability for Asset Forfeiture Program funds while not overburdening SPD or the Auditor's Office with yearly audits of the funds.

Council Subcommittee Review

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

Not reviewed by a subcommittee. Change was a specific request from SPD staff.

ORDINANCE NO. C00000

AN ORDINANCE relating to the Asset Forfeiture Program audit process and amending Section 08.19.20 of the Spokane Municipal Code.

WHEREAS, currently, the Spokane Police Department is required to do a yearly audit of the Asset Forfeiture Program funds; and

WHEREAS, the State Auditor's Office has typically been the outside professional designated to audit the Asset Forfeiture Program funds; and

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC) Accreditation Standards recommend operating on a four-year audit cycle; and

WHEREAS, the Spokane Police Department has requested the Spokane Municipal Code adopt the WASPC Accreditation Standards; and

WHEREAS, the State Auditor's Office has also requested a change in the process for auditing the Asset Forfeiture Program funds,

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 08.19.020 is amended to read as follows:

- A. No later than 180 days after the latest to occur of (1) the closure of a case; (2) the expiration of the final opportunity for appeal; or (3) the date an asset is no longer required as evidence in an active case, the police department shall dispose of forfeited property, by auction or other commercially-reasonable method, such as by sealed bids, except as provided for in sections G. and H.
- B. No less than 10 days prior to an auction or solicitation of bids pursuant to SMC 08.19.020(A), the police department shall place a public notice in the City Gazette and in a newspaper of general circulation notifying the public of the date and time of the auction or solicitation of bids.
- C. The Police Department shall comply with all federal and state property disposition procedural requirements. And no expenditures of funds arising from forfeiture that violate state or federal law will be approved by City Council.
- D. The Police Department shall not utilize seizure and forfeiture laws as an aspect of case development criterion.
- E. The Police Department shall document in each and every case involving a seizure and forfeiture the legal basis for the seizure and forfeiture including the specific Washington state or federal law under which the asset/s were seized, forfeited or obtained.
- F. The Police Department shall establish a procedure for ((a-yearly)) an audit every four years by a qualified financial professional outside of the Police Department of all seizures, forfeitures, proceeds distributions and expenditures, the results of which shall be provided to the Mayor and City Council. This ((annual)) requirement is satisfied by an audit of the forfeiture funds by the Office of the Washington State Auditor.
- G. The Police Department may choose to use forfeited property indefinitely prior to auctioning

off the item, if there is a demonstrated law enforcement purpose for the item and the use of the property would allow the Police Department to avoid the need to purchase additional equipment.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Information Only

Date Rec'd 11/26/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept CITY COUNCIL

Bid #

Contact Name/Phone GIACOBBE X6715

Requisition #

Contact E-Mail GBYRD@SPOKANECITY.ORG

Agenda Item Type Information Only - Committee

Council Sponsor(s) BWILKERSON

Agenda Item Name COMMUNITY ASSEMBLY RESOLUTION REGARDING CONTRACT WITH SPOKANE

Agenda Wording

Regarding the City Contract with Spokane Community Oriented Policing Services (Spokane C.O.P.S.).

Summary (Background)

Community Assembly Resolutions appear on the appropriate standing committee for discussion and to coordinate a council office response.

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

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

A Resolution by the Community Assembly of Spokane

Presented before the Community Assembly on the 13th day of November in the year 2024

Regarding the City Contract with Spokane Community Oriented Policing Services (Spokane C.O.P.S.).

Whereas Spokane C.O.P.S. is a 501 (c) 3, not-for-profit organization dedicated to crime prevention and safety for the Spokane community;

Whereas Spokane C.O.P.S. offers several programs and resources such as latent fingerprinting to catch vehicle prowlers to crime prevention through environmental design;

Whereas Spokane C.O.P.S. has been a partner with the Spokane Police Department and Spokane neighborhoods since 1992 and been recognized by neighborhood councils as a strategic and essential service for neighborhood safety; and

Whereas the expiration of the City's contract with Spokane C.O.P.S. without renewal would cause significant loss of safety services to the neighborhoods and create uncertainty in the anticipated return of neighborhood resource officers; now, therefore, be it

Resolved, that the Community Assembly:

1. petitions the Spokane City administration and City Council to engage in negotiations with Spokane C.O.P.S.; and
2. supports the renewal of the Spokane C.O.P.S. contract.

By the authority of the voting members of the Community Assembly;

Signed, Randy McGlenn II, Chair, Administrative Committee

A handwritten signature in black ink that reads "Randy McGlenn II". The signature is written in a cursive style with a large, stylized "R" and "M".

on 18 November 2024



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Consent

Date Rec'd 11/20/2024

Clerk's File # OPR 2022-0591

Cross Ref #

Project #

Council Meeting Date: 12/09/2024

Submitting Dept	POLICE	Bid #	
------------------------	--------	--------------	--

Contact Name/Phone	MIKE MCNAB 4115	Requisition #	
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Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
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Agenda Item Name	0680 - FTAP GRANT SUBGRANTEE AWARD AGREEMENT WITH YWCA		
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Agenda Wording

SPD was awarded and accepted a grant from the Department of Justice-Firearms Technical Assistance Program under OPR 2022-0591

Summary (Background)

Initially, SPD partnered with the Spokane Regional Domestic Violence Coalition (SRDVC) to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. Due to staffing changes - SPD is reallocating a portion of the grant funds to be subawarded to the YWCA. The remainder of the funding will be used for advanced domestic violence training for SPD officers, and overtime to serve orders of protection.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 108,526.00
------------	---------------

Current Year Cost	\$ 108,526.00
-------------------	---------------

Subsequent Year(s) Cost	\$ 0
-------------------------	------

Narrative

Reallocation of grant award reducing the amount awarded to SRDVC and re-allocating to YWCA. Dept. of Justice OVW grant award OPR 2022-0591

Amount

Budget Account

Expense	\$ 108,526.00	# 1620-91802-21250-54201-99999
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

Legal

For the Mayor

Additional Approvals

PS EXEC REVIEW MCDANIEL, ADAM

ACCOUNTING - MURRAY, MICHELLE

Distribution List

Jeanette Hauck jeanetteh@ywcaspokane.org

SPDFinance@spokanecity.org

Tracie Meidl tmeidl@spokanepolice.org

**AGREEMENT BETWEEN CITY OF SPOKANE AND YWCA IN CONJUNCTION WITH
OVW FY21 FIREARMS TECHNICAL ASSISTANCE PROJECT PILOT SITES INITIATIVE**

1. Grantee YWCA 930 N Monroe St Spokane, WA 99201		2. Contract Amount <p align="center">\$108,526</p>	3. Tax ID# 91-0565025
5. Grantee Representative Jeanette Hauck YWCA 930 N Monroe St Spokane, WA 99201 jeanetteh@ywcaspokane.org		4. DUNS# 102863925	
6. City's Representative Tracie Meidl City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org			
7. Original Grant ID# 15JOVW-21-GK-04705-HOMI	8. Start Date 7/01/2022	9. End Date 6/30/2025	
10. Funding Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/>			
11. Federal Funds (as applicable) \$442,960	CFDA # 16.590	Federal Agency: U.S. Department of Justice	
12. 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		13. 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 checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
14. Grant Purpose: Reducing domestic violence homicides and injuries committed with firearms by establishing a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases.			
15. CITY and the YWCA, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on 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) Attachment "A" 15JOVW-21-GK-04705-HOMI, (2) Attachment "B"-Program Narrative, (3) Attachment "C" Budget, (4) Attachment "D" Statement of Assurances, (5) Attachment "E" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "F" FFATA, (7) Attachment "G" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "H" National Environmental Policy Act, (9) Attachment "I" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "J" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "K" CCR Registration of Sub-Recipient DUNS Numbers .			
FOR THE GRANTEE :		FOR YWCA	
Signature _____ Date _____ LISA BROWN _____ Name _____ MAYOR _____	Signature _____ Date _____ _____ Name _____ _____ Title _____		

(FACE SHEET)

AGREEMENT

This AGREEMENT is between the City of Spokane, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY," and YWCA, having offices at 930 N Monroe St, Spokane, WA 99201 hereinafter referred to as the "YWCA," and jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the CITY made an application for a Improving Criminal Justice Responses Grant, hereinafter referred to as the "Grant;" and 15JOVW-21-GK-04705-HOMI was awarded subject to CFDA 16.590; and

WHEREAS, the YWCA was designated as a partnering agency under the Grant; and

WHEREAS, the CITY has been designated applicant/fiscal agent in conjunction with the Grant; -- Now, Therefore,

The PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this AGREEMENT is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will disburse grant funds to the YWCA.

SECTION NO. 2: SERVICES

YWCA shall provide those services set forth in the Program Narrative attached hereto as Attachment "B" and incorporated herein into this AGREEMENT.

SECTION NO. 3: TERM

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.

SECTION NO. 4: GRANT PASS-THROUGH TERMS & CONDITIONS

The terms and conditions to the OVW FY21 FIREARMS TECHNICAL ASSISTANCE PROJECT PILOT SITES INITIATIVE 15JOVW-21-GK-04705-HOMI are attached to this AGREEMENT (Attachment "A") and are incorporated into this AGREEMENT. The PARTIES agree to comply with the Grant terms and conditions. The YWCA (Sub-recipient) will be subject to the same special conditions as the fiscal agent as specified in Appendix "A".

SECTION NO. 5: COMPENSATION

CITY shall reimburse YWCA an amount not to exceed the amount set forth in Attachment "C", 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 "B" Program Narrative. YWCA's reimbursement for services set forth in Attachment "B" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "C" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work performed and progress achieved and how any items purchased are being used to further the work, as directed by the CITY's representative designated hereinafter. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the CITY. Requests for reimbursement by YWCA shall be made on or before the 5th of each month for the previous month's expenditures. In conjunction with each reimbursement request, YWCA 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. Requests for reimbursement should not be submitted more than monthly. Reimbursement voucher is provided and required for requests for payment.

Requests for reimbursement shall be submitted to:

**Spokane Police Department
Attn: Kevin Schmitt
1100 W. Mallon Ave
Spokane, WA 99260**

Payment shall be considered timely if made by CITY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the YWCA.

SECTION NO. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY is interested only in the results that can be achieved. The conduct and control of the activities as set forth in Section No. 1 and described in Attachment “B” will be solely with the YWCA. No agent, employee, servant or otherwise of YWCA shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of YWCA are not entitled to any of the benefits that the CITY provides for CITY employees. YWCA and CITY will each 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.

SECTION NO. 7: VENUE STIPULATION

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, Washington.

SECTION NO. 8: COMPLIANCE WITH LAWS

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:

- A. Audits – 2 CFR Part 200.
- B. 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.
- C. 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

- D. Office of Management and Budget Circulars – 2 CFR Parts 200
- E. 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.
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11)
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW
- D. Discrimination-human rights commission, Chapter 49.60 RCW
- E. Ethics in public service, Chapter 42.52 RCW
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- G. Open public meetings act, Chapter 42.30 RCW
- H. Public records act, Chapter 42.56 RCW
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The YWCA 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.

SECTION NO. 10: NON-DISCRIMINATION

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 YWCA will receive payment under the provisions of this AGREEMENT.

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the YWCA shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the YWCA’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part. The YWCA shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

SECTION NO. 12: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the even a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the YWCA, the YWCA will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY

The YWCA shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

The YWCA is required to ensure compliance with this requirement.

SECTION NO. 13: NEW CIVIL RIGHTS PROVISION

The YWCA 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.

SECTION NO. 14: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

YWCA must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 15: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The YWCA will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the YWCA is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY indicating that it is not required to develop an EEOP.

If the YWCA is required to develop an EEOP but not required to submit the EEOP to the OCR, the YWCA will submit a certification to the OCR and the CITY certifying that it has an EEOP on file which meets the applicable requirements. If the YWCA is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the CITY. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

SECTION NO. 16: NON-SUPPLANTING CERTIFICATION

No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

SECTION NO. 17: APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

SECTION NO. 18: TERMINATION FOR CAUSE

In the event the CITY determines that the YWCA failed to comply with any term or condition of this

AGREEMENT in a timely manner, the CITY has the right to suspend or terminate this AGREEMENT. Before suspending or terminating the AGREEMENT, the CITY shall notify the YWCA in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the AGREEMENT may be terminated or suspended.

The CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the YWCA from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the YWCA or a decision by the CITY to terminate the AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the YWCA: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the CITY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

SECTION NO. 20: TERMINATION PROCEDURES

Upon termination of this AGREEMENT, the CITY, in addition to any other rights provided in this AGREEMENT, may require the YWCA to deliver to the CITY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The CITY shall pay to the YWCA the agreed upon price, if separately stated, for completed work and services accepted by the CITY, and the amount agreed upon by the YWCA and the CITY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the CITY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the CITY shall determine the extent of the liability of the CITY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The CITY may withhold from any amounts due the YWCA such sum as the CITY determines to be necessary to protect the CITY against potential loss or liability.

The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the CITY, the YWCA shall:

1. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the AGREEMENT that is not terminated;
3. Assign to the CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the YWCA under the orders and subgrants/subcontracts so terminated, in which case the CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the CITY to the extent the CITY may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY.
6. Complete performance of such part of the work as shall not have been terminated by the CITY; and
7. Take such action as may be necessary, or as the CITY may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the YWCA and in which the CITY has or may acquire an interest.

In the event that the YWCA fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, the CITY reserves the right to recapture funds in an amount to compensate the CITY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the YWCA of funds under this recapture provision shall occur within the time period specified by the CITY. In the alternative, the CITY may recapture such funds from payments due under this AGREEMENT.

SECTION NO. 21: TREATMENT OF ASSETS

Title to all property furnished by the CITY shall remain in the CITY. Title to all property furnished by the YWCA, for the cost of which the YWCA is entitled to be reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest in the CITY upon delivery of such property by the YWCA. Title to other property, the cost of which is reimbursable to the YWCA under this AGREEMENT, shall pass to and vest in the CITY upon (i) issuance for use of such property in the performance of this AGREEMENT, or (ii) commencement of use of such property in the performance of this AGREEMENT, or (iii) reimbursement of the cost thereof by the CITY in whole or in part, whichever first occurs.

- A. Any property of the CITY furnished to the YWCA shall, unless otherwise provided herein or approved by the CITY, be used only for the performance of this AGREEMENT.
- B. The YWCA shall be responsible for any loss or damage to property of the CITY that results from the negligence of the YWCA or which results from the failure on the part of the YWCA to maintain and administer that property in accordance with sound management practices.
- C. If any CITY property is lost, destroyed or damaged, the YWCA shall immediately notify the CITY and shall take all reasonable steps to protect the property from further damage.
- D. The YWCA shall surrender to the CITY all property of the CITY prior to settlement upon completion, termination or cancellation of this AGREEMENT.

All reference to the YWCA under this clause shall also include YWCA employees, agents, or Subgrantees/Subcontractors.

SECTION NO. 22: CITY REPRESENTATIVE

The CITY hereby appoints and YWCA 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. YWCA hereby appoints and the CITY hereby accepts YWCA's representative or his/her designee as identified on the FACE SHEET as YWCA's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 23: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally, by certified mail return receipt requested or by electronic notification at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 24: HEADINGS

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.

SECTION NO. 25: MODIFICATION

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.

SECTION NO. 26: WAIVER

No officer, employee, agent or otherwise of the CITY 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 CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by YWCA 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 CITY to hereafter enforce each and every such provision.

SECTION NO. 27: INDEMNIFICATION

Each PARTY to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each PARTY agrees to defend, indemnify, and hold the other PARTY harmless from and against any claim, demand, suit, or cause of action, (hereafter “claim”), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the PARTIES based on actual or alleged concurrent or shared fault of the PARTIES, a PARTY shall not be required to indemnify the other PARTY for that PARTY’S own proportionate share of fault. Attorney fees and litigation expenses incurred by a PARTY in successfully enforcing the indemnification provisions of this paragraph shall be paid by the PARTY against whom the provision was enforced.

The PARTIES agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the PARTIES each therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51.

SECTION NO. 28: ALL WRITINGS CONTAINED HEREIN

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. YWCA 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 YWCA to execute the same.

SECTION NO. 29: SEVERABILITY

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.

SECTION NO. 30: EXECUTION AND APPROVAL

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.

SECTION NO. 31: COUNTERPARTS

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

SECTION NO. 32: DISPUTE RESOLUTION

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 CITY and YWCA 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.

The CITY and the YWCA 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.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 33: NO THIRD PARTY BENEFICIARIES

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.

SECTION NO. 34: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 35: POLITICAL ACTIVITIES

Political activity of YWCA employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 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.

SECTION NO. 36: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this AGREEMENT provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

SECTION NO. 37: PUBLICITY

The YWCA agrees not to publish or use any advertising or publicity materials in which the CITY's name is mentioned, or language used from which the connection with the CITY's name may reasonably be inferred or implied, without the prior written consent of the CITY.

SECTION NO. 38: TAXES

If this AGREEMENT applies to YWCA staff, all payments accrued on account of payroll taxes, unemployment contributions, the YWCA income or gross receipts, any other taxes, insurance or expenses for the YWCA or its staff shall be the sole responsibility of the YWCA.

SECTION NO. 39: INSURANCE

The YWCA shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the CITY should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the YWCA or Subgrantees, or agents of either, while performing under the terms of this AGREEMENT.

The insurance required shall be issued by an insurance company authorized to do business within the state of

Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name CITY, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The YWCA shall instruct the insurers to give CITY thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The YWCA shall submit to CITY within fifteen (15) calendar days of the AGREEMENT start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the AGREEMENT, the YWCA shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The YWCA shall provide insurance coverage that shall be maintained in full force and effect during the term of this AGREEMENT, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the YWCA is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this AGREEMENT involves the use of vehicles, owned or operated by the YWCA or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program - With prior approval from CITY, the YWCA may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from CITY, the YWCA shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. 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. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. CITY, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

SECTION NO. 40: SUBCONTRACTORS

The YWCA may only subcontract work contemplated under this AGREEMENT if it obtains the prior written approval of the CITY.

If the CITY approves subcontracting, the YWCA shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the CITY in writing may: (a) require the YWCA to amend its subcontracting procedures as they relate to this AGREEMENT; (b) prohibit the YWCA from subcontracting with a particular person or entity; or (c) require the YWCA to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this AGREEMENT. The YWCA is responsible to the CITY if the Subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The YWCA shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of the YWCA to the CITY for any breach in the performance of the YWCA's duties.

Every subcontract shall include a term that the CITY is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

SECTION NO. 41: ANTI-KICKBACK

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

SECTION NO. 42: CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY may, in its sole discretion, by written notice to the YWCA terminate this AGREEMENT if it is found after due notice and examination by the CITY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the YWCA in the procurement of, or performance under this AGREEMENT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The YWCA and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the CITY that a conflict of interest exists, the YWCA may be disqualified from further consideration for the award of a contract.

In the event this AGREEMENT is terminated as provided above, the CITY shall be entitled to pursue the same remedies against the YWCA as it could pursue in the event of a breach of the AGREEMENT by the YWCA. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 43: LICENSING, ACCREDITATION, AND REGISTRATION

The YWCA shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

SECTION NO. 44: SITE SECURITY

While on CITY premises, the YWCA, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SECTION NO. 45: RIGHT OF INSPECTION

The YWCA shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 46: ACCESS TO DATA

In compliance with RCW 39.26.180, the YWCA shall provide access to data generated under this AGREEMENT to the CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to only aggregate information that supports the findings, conclusions, and recommendations of the YWCA's reports, including computer models and the methodology for those models. No personally identifiable data will be disclosed or used in any findings, conclusions, or recommendations of the YWCA'S reports.

SECTION NO. 47: INDUSTRIAL INSURANCE

The YWCA shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the YWCA fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may

be required by law, the CITY may collect from the YWCA the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the YWCA to the accident fund from the amount payable to the YWCA by the CITY under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the YWCA.

SECTION NO. 48: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 49: REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the YWCA shall complete registration with the Washington State Department of Revenue.

SECTION 50: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the YWCA without prior written consent of CITY.

SECTION 51: ATTORNEYS' FEES

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.

SECTION NO. 52: MAINTENANCE OF RECORDS

The YWCA 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.

YWCA shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the AGREEMENT, shall be subject at all reasonable times to inspection, review or audit by the CITY, personnel duly authorized by the CITY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

SECTION NO. 53: LOSS OF FUNDING

In the event funding from state, federal, or other sources which is the source of funding by the CITY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, CITY may terminate the AGREEMENT without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

SECTION NO. 54: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A YWCA which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this AGREEMENT.

The YWCA's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.

2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

3. Minimum procedural requirements, as follows:

- a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
- b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
- c. Positive efforts shall be made to use small and minority-owned businesses.
- d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the YWCA, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
- e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
- f. Some form of price or cost analysis should be performed in connection with every procurement action.
- g. Procurement records and files for purchases shall include all of the following:
 - 1) YWCA's selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
- h. A system for Grant administration to ensure YWCA conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases

4. YWCA and subgrantees must receive prior approval from the CITY for using funds from this AGREEMENT to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

SECTION NO. 55: AUDIT REQUIREMENTS

A. General Requirements

YWCA shall procure audit services based on the following guidelines.

The YWCA shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The YWCA is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

The CITY reserves the right to recover from the YWCA all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The YWCA must respond to the CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

YWCA expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are 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:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the YWCA 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 YWCA in accordance with 2 CFR Part 200.

The YWCA shall include the above audit requirements in any subcontracts.

In any case, the YWCA's financial records must be available for review by the CITY and the Department of Justice

C. Documentation Requirements

YWCA must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 PAYMENT.

In addition to sending a copy of the audit, when applicable, YWCA must include:

- Corrective action plan for auditing findings within three (3) months of the audit being received by the CITY.
- Copy of the Management Letter.

SECTION NO. 56: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the YWCA by the CITY that is designated as "confidential" by the CITY;
2. All material produced by the YWCA that is designated as "confidential" by the CITY; and
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).

B. The YWCA shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of CITY'S Confidential Information. The YWCA shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the CITY or as may be required by law. The YWCA 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 YWCA shall provide the CITY with its policies and procedures on confidentiality. The CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The YWCA shall make the changes within the time period specified by the CITY. Upon request, the YWCA shall immediately return to the CITY any Confidential Information

that the CITY reasonably determines has not been adequately protected by the YWCA against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The YWCAY shall notify the CITY 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.

SECTION NO. 57: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this AGREEMENT shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the CITY. The CITY 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 YWCA hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the CITY effective from the moment of creation of such Materials.

"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. "Materials" does not mean any personally identifiable information.

For Materials that are delivered under the AGREEMENT, but that incorporate pre-existing materials not produced under the AGREEMENT, the YWCA hereby grants to the CITY 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 YWCA warrants and represents that the YWCA has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the CITY.

The YWCA shall exert all reasonable effort to advise the CITY, at the time of delivery of Materials furnished under this AGREEMENT, 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 AGREEMENT. The YWCA shall provide the CITY with prompt written notice of each notice or claim of infringement received by the YWCA with respect to any Materials delivered under this AGREEMENT. The CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the YWCA.

SECTION NO. 58: REPORTING REQUIREMENTS

- A. The YWCA must collect and maintain data that measure the performance and effectiveness of activities under this award. The information that must be collected and reported on can be found in the reporting form associated with the grant program or initiative under which this award was made (Attachment – Progress Report Form). The data must be provided to the CITY so that performance progress reports can be submitted within 30 days after the end of the reporting periods which are January 1 – June 30 and July 1 – December 31. This data should be provided semiannually to the City no later than the 15th of July, and the 15th of January.
- B. The YWCA shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this AGREEMENT.

SECTION NO. 59: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The YWCA, 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:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-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;
 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
 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.
- B. Where the YWCA is unable to certify to any of the statements in this AGREEMENT, the YWCA shall attach an explanation to this AGREEMENT.
- C. The YWCA 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 the CITY.
- D. The YWCA 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:

LOWER TIER COVERED TRANSACTIONS

- a) 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.
 - b) 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.
- E. 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 CITY for assistance in obtaining a copy of these regulations.

SECTION NO. 60: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The YWCA shall submit to the CITY, for re-submission to the Office on Violence Against Women (OVW), one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the YWCA’s or government’s expense, shall contain the following statements:

“This project was supported by Grant No. 15JOVW-21-GK-04705-HOMI awarded by the Office of Violence Against Women. The Office of Violence Against Women is a component of the United States Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice.”

SECTION NO. 61: SPECIAL PROVISIONS

Applicable and attached and incorporated by reference to this AGREEMENT is the following: Attachment “D” Statement of Assurances; Attachment “E” Certification Regarding Debarment, Suspension, Ineligibility; Attachment “F” FFATA; Attachment “G” Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment “H” National Environmental Policy Act; Attachment “I” Acknowledgement of Allowable and Unallowable Cost; Attachment “J” Equal Employment Opportunity Plan Certification Form, and Attachment “K” CCR Registration of Sub-Recipient DUNS Numbers.

SECTION NO. 62: ORDER OF PRECEDENCE

In the event on an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment "A"- OVW Grant 15JOVW-21-GK-04705-HOMI
- 4) Attachment "B"- Program Narrative
- 5) Attachment "C"-Budget

ATTACH OVW GRANT AGREEMENT PAGES 1 - 22

ATTACHMENT “B”
Program Narrative

In 2017, there were 54,294 domestic violence (DV) incidents reported in WA, which make up 50% of all Crimes Against Persons. Of these, more than two-thirds were violations of protection or no contact orders. Research demonstrates that protection and no contact order violations are linked to an increased risk of violence. More than a third of aggravated assaults and nearly a quarter of murders in the state are related to DV.

In Washington state, firearms must be seized any time a victim, or protected person, has identified a threat related to firearm violence. As of July 27, 2021, HB 1320, law enforcement is required to serve the perpetrator the protection order after the Court has approved and ordered seizure of the firearms. Due to staffing shortages, however, protection orders often take secondary priority to responding to in-progress incidents, and courts have limited options to enforce seizures.

DV-related firearm compliance is a serious public safety issue in Spokane. Last year, only 1% of orders to surrender issued through DV protection order proceedings were collected. In the current system, victim safety depends on perpetrators voluntarily surrendering weapons; but orders to surrender firearms fall through cracks when there is no centralized process for coordinating and monitoring compliance. With support from the Improving Criminal Justice Response grant, the Spokane Family Justice Center Communications Coordinator provides weekly status updates regarding offender compliance and status of outstanding orders to the court, and even places weekly calls to offenders to schedule weapons collection. However, enforcement is difficult without sufficient awareness among law enforcement of how, when and why to serve protection orders and seize firearms to protect victims.

Additionally, the current process does not provide means for investigating respondents' claims that they do not have weapons, even when victims assert that they do. The court does not currently have the means to ascertain an respondent's access to firearms and, therefore, judges rarely have the information needed to issue pre-trial orders. Orders to surrender are explained when perpetrators are being released from jail or at the end of a protection order case—when emotions are amplified—when individuals might be less able to remember and understand the judge's orders.

Court members do not actively seek out (or receive) information regarding the issuance or enforcement of firearm surrender orders. Methods for conveying gun surrender status to victims are lacking—even though this information is vitally important to safety planning for victims. Prosecutors can request that respondents surrender weapons and would likely seek consequences for non-compliance if they knew about prior gun transactions or noncompliance, suggesting a need for advocates, law enforcement, and prosecutors to work more closely with victims to assess their knowledge of the defendant's weapon possession and understand the effectiveness of orders.

Another barrier in the current system is the lack of consistent, cohesive collaboration with tribal counterparts. The Spokane and Kalispel Tribes are adjacent to Spokane County, but cooperation regarding DV and firearm seizure has historically been minimal and inconsistent. Training and assistance is needed to bolster cohesive/joint response among advocates and law enforcement, to include collaborative efforts between tribal DV advocates and law enforcement. Efforts to engage tribes and other racially and ethnically diverse populations (Hispanic/Latino and Russian) have also been sporadic and disjointed.

Community to be served and victimization rates: Spokane County, the fourth largest county in Washington State, has a population of over half a million residents. The county is a complex mixture of urban, suburban, and rural landscapes with seven Native American tribes, smaller towns and cities, and a rapidly growing population of racial and ethnic diversity. Our DV rate is significantly higher than the Washington State average, at 10.4 incidents per 100,000 compared to 6.7 for the state average. Local law enforcement receive 14,500 DV-related calls every year and DV accounts for 25% of all criminal cases in the county. Reducing the impact of family trauma and violence was the top ranked priority of an in-depth 2017 Community Needs Assessment for Spokane County.

Community resources: As continuing participants of the DV Homicide Prevention Firearms Technical Assistance Project, and recent recipients of a Justice For Families Grant, our work is supported by existing resources as well as the OVW's Improving Criminal Justice Response (ICJR) grant.

The Spokane Regional Domestic Violence Coalition (SRDVC) is a longstanding, multisector coalition with general

membership of approximately 50 different agencies in the region with representatives from health care, local public health, service providers, community-based organizations, criminal justice, and education. In response to startling DV data, SRDVC launched the End the Violence campaign to raise awareness and encourage action to prevent and address DV. SRDVC's recent strategic plan outlines the need for increased community involvement, including through a novel Court Watch program.

The YWCA is the only Spokane County organization that meets the standards for definition of and requirements for a domestic violence agency, as codified in the Washington Administrative Code (WAC). In 2015, the YWCA served 12,250 survivors and their 1,493 accompanying children. The YWCA has created and hired the Domestic Violence Firearms Analyst position and is committed to this work.

The SPD Domestic Violence Unit takes a proactive, offender-based approach to reducing and preventing DV, while also holding offenders accountable. SPD investigates all cases of DV, the vast majority of which result from intimate partner violence. With the support requested herein, the DV Unit will have a specialized team of officers who serve protection orders and can help enforce the DV Court's orders to surrender to protect victims.

Spokane already uses the evidence-based, Maryland Model Lethality Assessment Project (LAP), which is a county-wide law enforcement initiative for assessing DV risk. The LAP creates the foundation for our court system to use existing data about DV lethality probability when determining which offenders should be eligible for the DV Court, which will specialize in a small number of repeat felony DV offenders.

Interest in the project and desired outcomes: With the 2017 Community Needs Assessment and the launch of the End the Violence campaign, our community has built momentum around DV prevention and response in recent years. But despite these steps in the right direction, gaps remain in service. Community partners have long suggested a Court Watch program as a means to support consistency in the process across multiple dockets. By partnering specialized law enforcement protection order service and firearm seizure with our existing firearms coordinator and proposed Court Watch program, we anticipate creating a truly holistic and innovative approach to addressing domestic violence, serving as a model for other jurisdictions across the

country who are facing such significant DV issues.

Specifically, we anticipate increasing victim safety by supporting gun surrender in gun positive cases; increasing offender accountability and monitoring, and supporting SPD to increase service delivery; expanding coordination of services to reduce recidivism while developing and implementing a Court Watch program to increase equitable and consistent treatment of all victims and perpetrators; and improving case information flow among partner agencies, expediting order service process and enhance informed decision-making by officers trained in all nuances of DV.

2. What Will Be Done (40 points)

Addressing the challenge: We propose building upon current partnerships and processes to create a more holistic, effective, and consistent system of firearms surrender in DV cases. The FTAP initiative will provide the newly forming DV court with an additional resource to support improving collection rates and timely, effective service of protection orders.

Specifically, SPD will coordinate and deliver training to a specialized team of officers who will serve protection orders to perpetrators where there is a high likelihood of firearm possession and seize firearms upon service. This team of officers will work with the existing Domestic Violence Firearms Analyst to identify potential firearms violators and serve as an additional resource for Spokane County's Domestic Violence Court. Officers will be eligible to sign up, on an overtime basis, for two open shifts a week to work in the DV Order Service and Firearms Recovery Unit. It is expected that these officers will share this level of expertise with other officers, improving SPD's response to DV victims.

YWCA will employ a Domestic Violence Firearms Analyst, who will be the FTAP Site Coordinator and will coordinate the future on-call advocacy system, which sends advocates to incidents to assist victims with safety planning, protection orders, and other social needs. The development of a Court Watch program, coordinated by SRDVC, which has long been a request of multiple partners in the community for both the civil and criminal side, will help support consistency in the processes and across multiple dockets.

Measurement of progress: The City will measure progress in completing project goals and objectives by

looking at the number of firearms surrendered, number of partners engaged in the multi-disciplinary team, number of officers trained, changes in time of service of surrender orders, consistency in order surrender processes from the bench, and ultimately, hopefully, a reduction in domestic violence firearm related homicides. As continuing FTAP participants, we have an established logic model we will continue to use and revise. Additionally, we will add each of our goals, activities, and outcomes to the logic model to ensure our plan is documented, evidence-based, and connected to measurable outcomes.

Sustainability: Current laws direct officers to take firearms for safekeeping if probable cause is developed at the scene of an intimate partner DV incident. Washington State also allows for Orders to Surrender Firearms when No Contact and Protection orders are issued. Our current ICJR grant funds a Domestic Violence Firearms Analyst, who liaises between victims, the court and law enforcement. More firearms are being turned in for safekeeping and victims are more aware of the court processes. This project will create a cadre of highly trained officers for order service and investigating the court's concerns from compliance hearings. The increased service of orders by the Domestic Violence Order Service and Firearms Recovery Unit will bring attention to other agencies in the Spokane area.

Safety needs of victims: All FTAP partners have policies that prohibit limiting victims' access to services on the basis of protected class. Project partners avoid practices that are proven to compromise victim safety, including requiring victims to file protection orders or pursue criminal charges as a condition of receiving services, penalizing victims for refusing to testify, and other similar activities.

Goals, objectives, and activities over 36 months:

Year 1: YWCA will prioritize the work of the FTAP Site Coordinator who will be responsible for overall project coordination. Selected SPD officers will complete their specialized training in DV order service and firearms recovery and begin taking shifts in the Unit. SRDVC and partners will research current Court Watch programs across the country to identify best practices, identify indicators to track programs, create messaging materials to recruit volunteers, and identify a training curriculum for Court Watch volunteers. Partners will continue to attend approved training, develop the multi-disciplinary project team, grow community connections, and

identify evaluation metrics.

Year 2: Implementation of the DV Order Service and Firearms Recovery Unit, engagement in training and technical assistance, continuous quality improvement, and evaluation will continue into the second year of the project. By this time, we anticipate recruiting and training volunteers to participate in the Court Watch program and beginning to implement and evaluate. Depending on available time and resources, the FTAP Site Coordinator will investigate the feasibility of an on-call advocacy program and begin implementation if possible.

Year 3: In the final 24-36 months, partners will focus on quality improvement, sustainability planning, evaluation, and monitoring of community-level DV outcomes. SPD will consider opportunities to provide training to other law enforcement agencies in the area of effective order service and firearms recovery.

Involvement of the United States Attorney's Office: Recently the US Attorney committed staff to become a member of our FTAP MDT management team, to attend monthly meetings and participate in projects as necessary. They have agreed to review firearm positive cases, work to promote partnerships in other jurisdictions such as Yakima, WA, which also has high gun violence and domestic violence concerns. They have also agreed to explore ideas such as presentations to soon to be released federal inmates about the serious nature and criminal consequences of gun possession.

Documentation of challenges and successes: The Site Coordinator will prepare and disseminate status updates regarding project challenges and successes for each goal, objective, and activity on a monthly basis in conjunction with the Court Coordinator for the DV Court and the Firearms Coordinator. A written report will be compiled upon project completion for dissemination to other jurisdictions.

Tangible products to assist other jurisdictions: We will prepare marketing documents to be disseminated among DV Court participants, explaining the process of protection order seizure, relevant laws, and consequences for failure to comply. Other jurisdictions will be able to modify the marketing documents for their own specialized protection order teams, which will enable faster implementation of similar teams elsewhere, and provide a model for national use.

Further, a brief video will be prepared by the SFJC which recaps the written report. The project team will discuss successes, failures, and tips for implementation in other jurisdictions. The Coordinator and MDT team will use branding from SRDVC's End the Violence campaign, which has strong regional recognition.

Addressing victimization rates: By creating a specialized DV Order Service and Firearms Recovery Unit, the DV Court will have an enforcement option. As more firearms are seized for safekeeping to prevent additional lethality during the perpetrators participation in DV Court, victimization will be reduced. Using the Court Watch program we will add another layer of accountability to the court process. Later, on-call advocacy will help connect survivors with resources, to also increase their protective factors.

Reaching proposed population: While the team of specialized officers will only serve protection orders to constituents in the City of Spokane , more than half of all County residents reside within 5 miles of the downtown center. Additionally, using the SRDVC's Strategic plan, along with the FTAP community assessment, we hope to have the coordinator and management team reach out to survivors and other disproportionately impacted groups in the community. We have recently started an informal TA partnership with the Homicide coordinator from the API-GBV to help outreach to the Hawaiian and Pacific Islander, specifically Marshallese, community in Spokane. We will also use tools like the survivor survey, collected by SRDVC in their strategic planning process to help inform our work.

3. Who Will Implement the Proposal (15 points)

Key individuals and organizations:

Key personnel:

The YWCA will employ a Domestic Violence Firearms Analyst, who will be responsible for overall project coordination and will work collaboratively with the SPD DV Unit Supervisor. They will be responsible for scheduling and conducting MDT meetings and advancing the group. The Coordinator will help lead agencies in short and long-term planning to assure the continuing development and sustainability of the FTAP project, which has been established to 1) increase victim safety by supporting gun surrender in gun positive cases and in phase 2, provide on-call advocacy services to survivors in the community; 2) increase offender accountability

and monitoring and support SPD to increase service delivery; 3) expand coordination of services to reduce recidivism while developing and implementing a court watch program; and 4) improve case information flow among partner agencies, expedite order service process and enhance informed decision-making by officers trained in all nuances of DV. The Coordinator will help partners work towards the safety of domestic violence victims while working to hold the offenders accountable.

Title	Name	Organization
Records Supervisor	Marissa Butler	Spokane Police Department
Program Manager	Kathy Armstrong	Spokane Police Department
Public Defender	Stephanie Cady	Counsel for Defense
Court Administrator	Ashley Callan	Spokane County Superior Court
Director	Sally Winn	YWCA
Advocate	Tiffany Yamase	Kalispel Tribe
Prosecutor	Hannah Stearns	Spokane County Prosecutor
Advocate	Millini Goodman	Lutheran Community Services Northwest
Sergeant	Dave Adams	Spokane Police Department
Detective	Erin Johnson	Airway Heights Police Department
Judge	Patrick Johnson	Spokane County District Court
Chair	Taffy Hunter	Domestic Violence Coalition
Judge	Annette Plese	Spokane County Superior Court
Advocate	Amy Porter	YWCA
Chief	Brad Richmond	Airway Heights Police Department
Office Manager	Glenda Vogt	Spokane County Clerk's Office
FTAP Coordinator	TBD	YWCA
Sergeant	Andy Stockman	Spokane County Sheriff's Office
Firearms Compliance Specialist	Amie Simeral	YWCA

Advocate	Roshelle Cleland	Lutheran Community Services Northwest
Advocate	Kristina Hammond	Lutheran Community Services Northwest

The organizations listed in the answer to 3.b. will be recruited as partners so FTAP can incorporate the history of their communities and their experiences accessing services (e.g., level of trust, degree of marginalization). These partners also will assist with community outreach and engagement efforts and review of project design for appropriateness (e.g., documents to be disseminated).

FTAP efforts documentation: The Site Coordinator will document our FTAP efforts. Outside of the management team, the DV Court Coordinator and Firearms Coordinator will work closely with the Site Coordinator to ensure all three initiatives are working holistically within the SFJC to reduce victimization.

Relationships with existing projects in the community: Community resources include the organizations and agencies that submitted letters of intent to collaborate in the first solicitation and continue to be valued partners. These partners represent a broad range of advocacy, technical assistance, law enforcement, judiciary, and prosecutorial expertise. Ongoing relationships with Spokane City and County councilmembers, commissioners, and other local government officials, as well as local philanthropic partners, such as Innovia Foundation, Providence Health Care, and MultiCare, will also be invaluable to this endeavor. Spokane has a history of collaborative efforts to address DV, which include, but are not limited to:

The Spokane Regional Domestic Violence Coalition is a partnership among multiple organizations and with involvement from victim advocacy, law enforcement, government officials, nonprofits, and community members. This multidisciplinary team meets monthly to address DV issues in Spokane.

The Eastern WA Lethality Assessment Program (EWLAP) is composed of interdisciplinary high-risk assessment teams that focus on reducing DV. Evidence-based indicators (i.e., Maryland Model LAP) are used to assess the risk of homicide and link high-risk victims to immediate crisis intervention services (i.e., YWCA 24-hour Helpline).

The Spokane Regional Domestic Violence Team (SRDVT) is a multi-agency partnership working together under one roof to provide coordinated DV services. Key partners include: SPD, SCSO, CSAO, SCPA, and YWCA Legal Advocacy program. In February 2015, SRDVT partners co-located in the new Spokane Family Justice Center (SFJC) located at the YWCA.

ATTACHMENT "C"
Budget

Funding Category

YWCA

A. Salaries & Benefits	\$84,344.00
B. Travel & Training	\$6,312.00
C. Office Supplies	\$4,850.00
D. Indirect Costs	\$13,020.00

Total Budget **\$108,526.00**

Approved expenditures for the program as set forth in ATTACHMENT "B" (Program Narrative) must be itemized. Transfer of funds between Project categories that exceed 10% of the budgeted amount must be approved by the CITY's representative listed on the face sheet to this agreement. Any amendments to the budget must be made in writing and approved by the CITY's representative listed on the face sheet to this agreement.

The YWCA shall obligate all grant funds prior to June 30, 2025. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY

Payment will be on a cost reimbursement basis only.

STATEMENT OF ASSURANCES

The GRANTEE:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The GRANTEE has sufficient monetary resources to implement and maintain program operations in accordance with this application.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
3. Will comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2017 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.
4. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.
5. Will follow the "Federal Leadership on Reducing Text Messaging While Driving", 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
6. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
7. Agrees to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this funding. GRANTEE shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. GRANTEE shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
8. Agrees to comply with OVW grant monitoring guidelines, protocols, procedures and to cooperate with OVW on all grant monitoring requests, including those related to desk reviews, enhanced programmatic desk reviews and/or site visits. The GRANTEE agrees to provide to OVW all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE's subaward. Further the GRANTEE agrees to abide by reasonable deadlines set by OVW for providing the requested documents. Failure to cooperate with OVW'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 GRANTEE'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).
9. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
10. Will comply with Title II of the Americans with Disabilities Act of 1990.
11. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
12. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
13. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall

implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

14. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing “Equal Treatment for Faith Based Organizations” (the “Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Authorized Signature for the Applicant:

VALID THROUGH June 30, 2025

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT “E”

**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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 1254, 9 The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor/ Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

ATTACHMENT "F"

FFATA FORM

Subrecipient Agency:				
Grant and Year:		Agreement Number:		
Completed by:				
<i>Name</i>	<i>Title</i>	<i>Telephone</i>		
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ **Date:** _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT “G”

Restrictions and Certifications Regarding Non-Disclosure Agreements

July 1, 2022 through June 30, 2025

No recipient or subrecipient under this grant, or entity that receives a contract or subcontract with any funds under this grant, 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 grant, 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 grant, 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 fund funds, will provide prompt written notification to the agency making this grant, 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 to make subgrants or contracts under this grant:
 - a. it represents that:
 - (1) it has determined that no other entity that the recipient’s application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) 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 subgrantee, contractor, or subcontractor entity that received funds under this grant 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 grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official

Title

Signature of Authorized Official

Date

ATTACHMENT “H”

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The YWCA agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the YWCA agrees to contact the CITY’s representative who will contact the OVW.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

- | Yes | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. listed or eligible for listing on the National Register of Historical Places |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. located within a 100-year flood plain |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Renovation, lease or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office, residential, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. significantly changes its size (total structure, not program’s portion thereof) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Implementation of a new program involving use of chemicals other than: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. chemicals purchased as an incidental component of the funded activity |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. traditionally used (e.g., for office, household, recreational, educational environments) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following OVW funded program/project:

Project: OVW FY21 FIREARMS TECHNICAL ASSISTANCE PROJECT PILOT SITES INITIATIVE 15JOVW-21-GK-04705-HOMI

Signature: _____ Date: _____
Typed Name: _____ Title: _____
Representing: _____

ATTACHMENT "I"

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments "A", "B", and "C" of the Grant, including:

- Operating costs, including:
 - Approved costs of personnel (salaries and benefits, and/or overtime).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day or \$81.25 per hour—excluding travel and per diem)

The undersigned agrees to the above requirements.

SIGNATURE _____

PRINTED NAME _____

NAME OF GRANTEE ORGANIZATION

ATTACHMENT "J"

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title *Signature* *Date*

ATTACHMENT “K”

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

The YWCA agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and DOJ). The YWCA also agrees to comply with applicable restrictions on subawards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number.

The YWCA must report and provide validity to the CITY of their DUNS Number registration. Should the DUNS Number registration expire before the end of the award period, the validity of the YWCA’s DUNS Number registry in the CCR system must be re-verified.

Failure to maintain a valid DUNS registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	December 2 nd , 2024
Submitting Department	Police
Contact Name	Asst. Chief McNab
Contact Email & Phone	mmcnab@spokanepolice.org 625-4115
Council Sponsor(s)	Councilmembers Dillon, Cathcart & CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FTAP Grant Subgrantee Award Agreement w/ YWCA
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>SPD was awarded and accepted a grant from the Department of Justice-Firearms Technical Assistance Program under OPR 2022-0591. Initially, SPD partnered with the Spokane Regional Domestic Violence Coalition (SRDVC) to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. Due to staffing changes – SPD is reallocating a portion of the grant funds to be subawarded to the YWCA.</p> <p>The remainder of the funding will be used for advanced domestic violence training for SPD officers, and overtime to serve orders of protection.</p> <p>This subgrantee award is for a total of \$108,526 for the period of July 1, 2022 to June 30, 2025.</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>\$108,526</u> Current year cost: \$ 108,526 Subsequent year(s) cost: \$0	
Narrative: <u>Reallocation of grant award reducing the amount awarded to SRDVC and re-allocating to YWCA.</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? Dept. of Justice OVW grant award OPR 2022-0591	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (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?

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/02/2024**Committee Agenda type:** Consent**Date Rec'd**

11/20/2024

Clerk's File #

OPR 2024-1072

Cross Ref #**Project #****Council Meeting Date:** 12/09/2024**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

SHAWNA 4106

Requisition #**Contact E-Mail**

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0680 - LEICA 360 SCANNER PURCHASE

Agenda Wording

The Spokane Police Department needs to purchase a Leica 360 scanner for use in collision investigations and major crimes investigations.

Summary (Background)

The scanner creates point clouds of a scene that can be utilized to take accurate measurements, reduce scene processing time (to open roadways more quickly), and provide investigators, prosecutors, and courts with a 3D model of a crash or crime scene. To read more about the Leica 360 scanner, visit: <https://leica-geosystems.com/case-studies/public-safety/mapping-crashes-and-collisions-at-record-speed>

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 110,511.06

Current Year Cost \$ 110,511.06

Subsequent Year(s) Cost \$

Narrative

The Leica scanner purchase includes a five-year extended warranty and vendor support. The department will seek a replacement scanner in 2030 and will integrate that purchase into our capital budget.

Amount**Budget Account**

Expense \$ 110,511.06

1560-17100-94210-56401-68084

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

Legal

For the Mayor

Additional Approvals

PS EXEC REVIEW

MCDANIEL, ADAM

Distribution List

SPDFinance@spokanecity.org



QUOTE: 51496

Date: September 26, 2024

Company: Spokane Police Dept Address: _____
 Contact: Shawna Ernst City: Spokane
 Phone: _____ State: WA
 Email: sernst@spokanepolice.org Zip: _____

RTC360 Quote

Part Number	Product Description	Quantity	List Price	Total
6018814	RTC360 Package with RCS	1	\$ 111,731.65	\$ 111,731.65
838300	RTC 360 Laser Scanner	1		
874800	Calibration Cert. "Silver", TLS RTC 360	1		
954519	GEB364 Battery int Li-Ion 10.8V/6900mAh	4		
817063	GVP730 Container for RTC360	1		
842065	MS256 Industrial USB Stick 256GB	2		
872515	Leica RTC360 QG,multil.1	1		
874567	Leica RTC360 USB Documentation Card	1		
874566	Leica Cyclone FIELD 360 Info Sheet	1		
955235	Cyclone FIELD 360 Quick Plan Shipment FL	1		
799187	GKL341 Charger Prof 5000	1		
731440	AC power cable 2-pole US, to charger	1		
5312306	RC Studio, 3TB Data, 1yr hxd.com/tos	1		
6013576	5 yr RTC360 Laser Scanner CCP Silver	1		
5308932	5 yr RTC360 Laser Scanner Hardw. Maint.	1		
5308935	4 yr RTC360 Laser Scanner Ext. Warranty	1		
5308940	5yr RTC360 Laser Scanner Custom. Support	1		
870985	GAD122 Adapter for GST with 5/8"	1	\$ 166.00	\$ 166.00
865471	GVP736, Backpack for RTC360	1	\$ 490.00	\$ 490.00
842066	GST80 Tripod Carbon	1	\$ 2,700.00	\$ 2,700.00
iPad	11" iPad Pro Wifi+Cellular w/ Nano Glass & 1TB Hard Drive	1	\$ 2,000.00	\$ 2,000.00

Sub-Total: \$ **117,087.65**

Discount: _____

TOTAL: \$ **117,087.65**

Tax Exempt

This quotation is valid for 30 days after submittal date.

Customer acceptance

With your signature you accept our offer on behalf of your company as above and you confirm that you are authorized to do so.

Accepted by: _____ **Date:** _____

Signature: _____ **PO:** _____

Please send the signed quote to the attention of:
 Florida Level & Transit Co
 809 Progresso Drive
 Ft Lauderdale, FL 33304

Representative: Alex Holt
 Phone: 954-298-0106
 Email: aholt@floridalevel.com



NAVIGATE. CONNECT. INSPIRE.

Proposal

ADDRESS

City of Spokane Police Department
 Attn: Shawna Ernst
 1100 W. Mallon Ave
 Spokane, WA 99260
 sernst@spokanepolice.org

SHIP TO

City of Spokane Police Department
 Attn: Shawna Ernst
 1100 W. Mallon Ave
 Spokane, WA 99260
 sernst@spokanepolice.org

PROPOSAL # 102824-RTC

DATE 10/28/2024

ACTIVITY	QTY	RATE	AMOUNT
RTC360 Package with RCS (6018814)	1	91,086.65	91,086.65T
Package Consisting of:			
1x RTC360 Laser Scanner (838300)			
1x RTC360 Transport Container (817063)			
4x GEB364 Lithium-Ion Battery (954519)			
1x GKL341, Multicharger Prof 5000 (799187)			
2x RTC360 USB Flash Drive - 256 GB (842065)			
1x RTC360 Rain Cover (636767)			
1x RTC360 Quick Guide			
1x RTC360 System USB Card			
1x RC Studio, 3TB Data Usage, 1yr Sub (5312306)			
1 year RTC360 CCP Basic contract (6013561)			
Note for Reality Cloud Studio: Offer subject to Hexagon AG's HxDR Terms of Use, provided at: https://hxd.com/tos			
NOAR Tactical Discount	1	-7,286.93	-7,286.93T
Big respect for law enforcement—here's a discount to back you up!			
5 yr RTC360 CCP Silver	1	21,350.00	21,350.00T
RTC360 Backpack	1	490.00	490.00T
870985	1	166.00	166.00T
GAD122, Adapter to mount a RTC360 on top of a Leica tripod			
Data Collectors	1	2,000.00	2,000.00T
Apple - 11- inch iPad Pro with Wi-Fi + Cellular 1TB			
Case	1	35.00	35.00T
iPad Pro Rugged Case			
Miscellaneous	1	55.00	55.00T
Hoodman iPad Pro Sunshade			
Miscellaneous	1	450.00	450.00T
Gazelle Fastbowl Tripod			
Miscellaneous	1	1,985.00	1,985.00T
Gitzo 78 Systematic Series 5 Tripod			

ACTIVITY	QTY	RATE	AMOUNT
NOAR Support NOAR Technologies includes complimentary technical support for all clients that partner with NOAR for subscription renewals and hardware purchases.	1	0.00	0.00

Terms & Conditions:	SUBTOTAL	110,330.72
All quoted prices are subject to change	TAX	0.00
	TOTAL	\$110,330.72

Standard payment terms are Prepay - Unless other terms have been agreed upon (pending credit approval)

All applicable taxes will be included on the invoice

We accept Visa, MasterCard and Amex.
A 2.5% processing fee will applied to all transactions over \$5,000

Accepted By

Accepted Date



COLLISION & CRIME
FORENSIC SOLUTIONS
 Forensic Reconstruction / Investigations / Certified Training

**Spokane PD 2nd
 RTC360**

QUOTE: _____

Date: 2024-07-15

Company: Spokane Police Department
 Contact: Ofc. Brian Shrier
 Phone: 509.835.4567
 Email: bshrier@spokane.police.org

Address: 1427 West Gardner Ave.
 City: Spokane
 State: WA
 Zip: 99201

Spokane Police Department RTC360 Package - 5 YR Support - NO TRAINING

Part Number	Product Description	Quantity	List Price	Total
6018814	RTC360 Package with RCS	1		
838300	RTC 360 Laser Scanner	1	\$75,355.00	\$ 70,833.70
874800	Calibration Cert. "Silver", TLS RTC 360	1	\$1.65	\$ 1.53
954519	GEB364 Battery int Li-Ion 10.8V/6900mAh	4	\$415.00	\$ 1,543.80
817063	GVP730 Container for RTC360	1	\$455.00	\$ 423.15
842065	MS256 Industrial USB Stick 256GB	2	\$1,370.00	\$ 2,548.20
872515	Leica RTC360 QG,multil.1	1	\$0.00	\$ 0.00
874567	Leica RTC360 USB Documentation Card	1	\$0.00	\$ 0.00
874566	Leica Cyclone FIELD 360 Info Sheet	1	\$0.00	\$ 0.00
955235	Cyclone FIELD 360 Quick Plan Shipment FL	1	\$0.00	\$ 0.00
799187	GKL341 Charger Prof 5000	1	\$1,170.00	\$ 1,088.10
731440	AC power cable 2-pole US, to charger	1	\$0.00	\$ 0.00
5312306	RC Studio, 3TB Data, 1yr hxdr.com/tos	1	\$9,000.00	\$ 8,370.00
6013576	5 yr RTC360 Laser Scanner CCP Silver	1		
5308932	5 yr RTC360 Laser Scanner Hardw. Maint.	1	\$7,050.00	\$ 6,838.50
5308935	4 yr RTC360 Laser Scanner Ext. Warranty	1	\$11,300.00	\$ 10,961.00
5308940	5yr RTC360 Laser Scanner Custom. Support	1	\$3,000.00	\$ 2,910.00
870985	GAD122 Adapter for GST with 5/8"	1	\$166.00	\$ 154.38
865471	GVP736, Backpack for RTC360	1	\$490.00	\$ 455.70
CFS E-ZLOK 335-6	E-Z LOK Thread reducer for GAD122	1	\$20.00	\$ 20.00
CFS TC9	Gazelle Fastbowl Tripod TC9 for RTC360	1	\$400.00	\$ 400.00
GT5543XLS	Gitzo 78" Systematic Series 5 Tripod for RTC360	1	\$1,800.00	\$ 1,800.00
CFS IPAD PRO CELL	iPad ProWifi + Cellular 1TB or more + Rugged Case For remote wireless control of RTC360 to protect investigators from HAZMAT, minimize evidence disturbance at the crime scene, and facilitate field workflow functions. Nano Texture glass for high ambient light conditions.	1	\$2,100.00	\$ 2,100.00
CFS Sun Shade	Hoodman or Surf to Summit iPad Pro 11" Sun Shade	1	\$63.00	\$ 63.00
CFS SUPPORT 24	24-Hour Lifetime Technical Support via telephone, email, and virtual meeting. (Requires on-site training purchase)	1	\$10,000.00	\$ 0.00

Sub-Total: \$ 110,511.06

Local sales tax and delivery costs will be added to the final invoice.

Hardware Items, Software, Support, and Training will be invoiced separately and due upon delivery of each.



COLLISION & CRIME
FORENSIC SOLUTIONS
Forensic Reconstruction / Investigations / Certified Training

Spokane PD 2nd
RTC360
QUOTE: _____

Date: _____ 2024-07-15

Company: Spokane Police Department
Contact: Ofc. Brian Shrier
Phone: 509.835.4567
Email: bshrier@spokanepolice.org

Address: 1427 West Gardner Ave.
City: Spokane
State: WA
Zip: 99201

Spokane Police Department RTC360 Package - 5 YR Support - NO TRAINING

Part Number	Product Description	Quantity	List Price	Total
				TOTAL: \$ 110,511.06

This quotation is valid for 30 days after submittal date.
Payments made with a credit card will incur a 5% fee.
Offer subject to [Leica Geosystems terms and conditions.](#)
Full [Software License Agreement & Full Standard Warranty.](#)

Discount:

The CCP for the RTC360 should be set for expiration on the same calendar day as Spokane PD's current RTC360 (29 June).

Recommended specification for PC Workstation:

Processor: Latest Intel i-9 generation at 3.5GHz or higher, RAM: 64 GB, Operating System: Windows 10 (64 bit), Graphics: NVIDIA Quadro or NVIDIA Geforce with 8GB of dedicated video memory. Internal SSD drives. One for writing and one for reading. Three internal SSD Drives with NVME / PCIE connection is preferred.

Customer acceptance

The signature below confirms acceptance of the issued quote for purchase as described above by an authorized individual from your organization.

Accepted by: _____

Date: _____

Signature: _____

PO: _____

Please send the signed quote to the attention of:
Collision Forensic Solutions, LLC
300 S. Fillmore St.
Papillion, NE 68046

Representative: Michael Selves & Will Henningsen
Phone: 402.339.1518
Direct: 402.658.4672
Email: Will@CollisionFS.com

BRAND NAME OR STANDARDIZATION JUSTIFICATION - OVER \$5,000

A brand name description is defined as:

A title, term, symbol design or any combination used to describe a product by a unique identifier and its producer.

Standardization is defined as:

The adoption of a single product or group of products to be used by different entities or all parts of one organization, (Nash, Schooner & O'Brien, 1998)

The agency understands that:

1. Use of brand name descriptions and standardization is the least preferred type of specification as it limits competition and potentially equivalent products are not considered for award.
2. Procurements of items for which the City has established a standard of designating a brand name manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier of the item.

THE REQUESTER PROVIDES THE FOLLOWING JUSTIFICATION FOR REQUIRING:

- | | |
|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Brand Name Justification |
| <input checked="" type="checkbox"/> | Standardization Justification |

What product are you standardizing:

Leica 360 Point Cloud Scanner

This brand name or standardization is necessary because (Check all that apply):

- | | |
|-------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | Interchangeability |
| <input checked="" type="checkbox"/> | Expertise |
| <input checked="" type="checkbox"/> | Compatibility |
| <input type="checkbox"/> | Maintenance |
| <input type="checkbox"/> | Regulation/Law |
| <input type="checkbox"/> | Uniformity |
| <input checked="" type="checkbox"/> | Prior Functionality Testing |
| <input type="checkbox"/> | Other - _____ |
| <input type="checkbox"/> | Other - _____ |

Describe the reasons above.

SPD would like to standardize on the Leica 360 Point Cloud Scanner because we already own one Leica scanner (interchangability), our major crimes collision investigators have had 40+ hours of training in Leica and experience testifying to the accuracy in court (expertise), the Leica scanner integrates with other software systems used by the department (compatibility), and the scanner has been utilized for five years with minimal issues (prior functionality testing).

<p>Describe the process that the department used to verify or test that this was the only suitable solution. Attached additional sheets if necessary.</p>	<p>The major crimes collision investigators evaluated several scanner options during the purchasing process six years ago. They performed field testing of three models and determined that the accuracy and ease of use of Leica best fit the department's needs.</p>
<p>How was performance effectiveness demonstrated?</p> <p>Include existing conditions, prior history, and equipment longevity or durability.</p>	<p>The Leica scanner has been used in hundreds of investigations and has been found to deliver accurate point clouds and scene measurements. Leica scanners have been verified to 1mm accuracy. Data from Leica scanners has been utilized in court under scrutiny.</p> <p>SPD has five years of history utilizing Leica scanners. Our current scanner has needed some part replacements, but those have been minor and low-cost items.</p>
<p>If the standardization or brand name is not approved, what is the consequence to the agency? For example, additional costs or expenses that could be incurred?</p>	<p>If the standardization is not approved, the department will need to evaluate additional scanners and replace the current scanner in addition to buying a second scanner. SPD would additionally need to perform testing and training for our major crimes collision investigators. This would add approximately \$150,000 - \$175,000 in costs.</p>
<p>What are the associated risks of non-standardization?</p>	<p>The risk of non-standardization is that we will need to thoroughly evaluate a different scanner to ensure that we can testify in court to the accuracy of the data. We would need to take a lot of time to do this evaluation because we do not want to risk losing evidence in a major crimes case.</p>
<p>List any additional facts supporting the standardization or brand name justification.</p>	

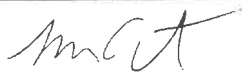
STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for brand name or standardization is based upon an objective review of

the product/service required and appears to be in the best interest of the City of Spokane. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors of compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence in this request.

I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.

Signature (Requestor)



Date

9/26/2024

Printed Name: Shawna Ernst

Title:

Law Enforcement
Technology and
Operations
Manager

DEPARTMENT DIRECTOR

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

Signature



Date

9/26/24

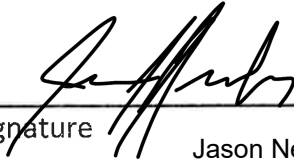
Printed Name:

Mike McNab, Interim Asst. Chief of Police

PURCHASING

Based upon the above, I authorize the brand name or standardization of the goods or services specified.

Signature



9/26/2024

Date

Jason Nechanicky, Director of Purchasing & Contracts

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

Attachment Two
Spokane Police Department
Forfeited Funds Expenditure Request

Requestor/Date Shawna Ernst - 9/26/2024

Unit Technical Assistance Response Unit

Justification: Purchase of a Leica 360 Scanner for use in collision investigations and major crimes investigations. Suitable purchase for Federal Seizures (Law Enforcement Operations and Investigations and Law Enforcement equipment).

Qualifications:

Washington State Seizure: Drug Per RCW 69.50.505
(10) for the expansion and improvement of controlled substances related law enforcement activity.
Money retained under this section may not be used to supplant preexisting funding sources.

AGO 1995 No.11

Section 69.50.505(10) allows the use of drug proceeds for activities that relate to controlled substances but incidentally further other law enforcement purposes.

AGO 2010 No. 1

RCW 69.50.505 (10) authorizes use of drug forfeiture proceeds for law enforcement activities having a 'close connection' to enforcing controlled substances laws.


Washington State Seizure: Felony
Per RCW 10.105.010... proceeds shall be used exclusively for the expansion and improvement of law enforcement activity.

Federal Seizures

Per the DOJ Equitable Sharing Guide and Interim Policy. Select all that apply:

- Law Enforcement Operations and Investigations
- Law Enforcement Training
- Law Enforcement equipment
- Law Enforcement Memorials or Awards
- Drug and Drug Education or other Awareness Programs
- Support of Community Based Programs
- Law Enforcement Travel and Per Diem

Approvals:

Unit Sergeant NA Unit Lieutenant NA
Division Captain  Department Chief _____

Permissible Use of Forfeited Funds under { } State: Drug { } State: Felony Federal

Accounting:

Federal-Justice 1560-17100-21250-***-68084**

Federal-Treasury 1560-17100-21250-***-68083**

State Drug 1560-17200-21250-***-68074**

State Non Drug 1560-17200-21250-***-68075**

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	10/7/2024
Submitting Department	Police
Contact Name	Shawna Ernst
Contact Email & Phone	sernst@spokanepolice.org – 509-370-8534
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Leica 360 Scanner Purchase
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department needs to purchase a Leica 360 scanner for use in collision investigations and major crimes investigations. The scanner creates point clouds of a scene that can be utilized to take accurate measurements, reduce scene processing time (to open roadways more quickly), and provide investigators, prosecutors, and courts with a 3D model of a crash or crime scene.</p> <p>To read more about the Leica 360 scanner, visit: https://leica-geosystems.com/case-studies/public-safety/mapping-crashes-and-collisions-at-record-speed</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>\$110,511.06</u> Current year cost: \$110,511.06 Subsequent year(s) cost: No additional costs for five years.	
Narrative: <u>The Leica scanner purchase includes a five-year extended warranty and vendor support. The department will seek a replacement scanner in 2030 and will integrate that purchase into our capital budget.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? The funding is forfeiture dollars (not an option in the drop-down menu). The funding is sustainable for the next five years as there is no additional cost until 2030.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input 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)	
What impacts would the proposal have on historically excluded communities? This purchase will enable the department to map crashes and crime scenes for any crime victim, including those from historically excluded communities.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

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

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

The department has successfully utilized Leica scanners for several years and found them to be reliable and extremely valuable in the investigative and prosecutorial processes. Additionally, the department will collect data, success stories, and lessons learned on the use of the Leica scanner.

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

This proposal aligns with the Spokane Police Department's 2024 – 2028 strategic plan and aligns with industry best practices for utilizing point cloud data in investigations and in court.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Consent

Date Rec'd 11/20/2024

Clerk's File # OPR 2024-1221

Cross Ref #

Project #

Council Meeting Date: 12/09/2024

Submitting Dept	FIRE	Bid #	
------------------------	------	--------------	--

Contact Name/Phone	CHIEF JULIE (509)625-7001	Requisition #	
---------------------------	---------------------------	----------------------	--

Contact E-Mail	JOBERG@SPOKANECITY.ORG		
-----------------------	------------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
---------------------------	------------------------------	--	--

Agenda Item Name	1970 RENEWAL OF ANNUAL SUBSCRIPTION WITH TARGET SOLUTIONS		
-------------------------	---	--	--

Agenda Wording

This renewal contract is with Target Solutions Learning for the annual maintenance and support of the online learning and record management system. This agreement also allows access and use of the "Vector Check It" module that was added in 2024.

Summary (Background)

Target Solutions is a programmable, customizable, and verifiable training solution. The program interfaces with existing Spokane Fire records systems and integrates into its training program. The product is the only web-based product that offers the Nat'l Fire Protection Agency Firefighter Education Series, apparatus and emergency vehicle training for drivers and supervisors, compliance tracking, a customizable document center, and exclusive partnership with the Nat'l Fire Protection Agency.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 52,771.32
------------	--------------

Current Year Cost	\$ 52,771.32
-------------------	--------------

Subsequent Year(s) Cost	\$ 0
-------------------------	------

Narrative

Paid in 2025 with Fire/EMS operating funds

Amount	Budget Account
---------------	-----------------------

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

PS EXEC REVIEW

MCDANIEL, ADAM

Distribution List

Jackelin Maguire

Kevin Schmitt kschmitt@spokanecity.org

Fire Accounting fireaccounting@spokanecity.org

Ryan Reding rreding@spokanecity.org

Sue Raymon sraymon@spokanecity.org

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	December 2nd, 2024
Submitting Department	Fire
Contact Name	Chief Julie O’Berg
Contact Email & Phone	joberg@spokanecity.org ; 509-625-7001
Council Sponsor(s)	CMs Dillion, Cathcart, and CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Renewal of annual subscription with Target Solutions
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>This renewal contract is with Target Solutions Learning for the annual maintenance and support of the online learning and record management system. This agreement also allows access and use of the “Vector Check It” module that was added in 2024.</p> <p>Target Solutions is a programmable, customizable, and verifiable training solution for SFD Fire, EMS, Risk Management, and HR training. The program interfaces with existing SFD records systems and integrates seamlessly into the SFD training program. The product is the only web-based product that offers the NFPA Firefighter Education Series, apparatus and emergency vehicle training for drivers and supervisors, compliance tracking, a customizable document center and has had an exclusive partnership with the NFPA. Compliance training with WAC 296-305, Safety Standards for Firefighters, is captured with Target Solutions along with readily queried data supporting compliance for every SFD Firefighter and Executive Officer.</p> <p>Contract period is for January 25, 2025, through January 24th, 2026. Annual cost will be approximately \$52,771.32.</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>\$52,771.32</u> Current year cost: \$52,771.32 Subsequent year(s) cost: \$0 Narrative: Paid in 2025 with Fire/EMS operating funds 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? Build into the annual budget with expected cost inflation. 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 impacts would the proposal have on historically excluded communities? N/A 	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? This has been the correct solution for 7 years, there is no change.
- 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

Council Subcommittee Review

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Simkiss & Block 1041 Old Cassatt Road Berwyn, PA 19312	CONTACT NAME: Sarah Haldeman PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: shaldeman@simkiss.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER B :</td> <td>National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C :</td> <td>Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER D :</td> <td>Continental Insurance Co</td> <td>35289</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Valley Forge Insurance Co	20508	INSURER B :	National Fire Insurance Co of Hartford	20478	INSURER C :	Continental Casualty Co	20443	INSURER D :	Continental Insurance Co	35289	INSURER E :			INSURER F :	
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INSURER D :	Continental Insurance Co	35289																			
INSURER E :																					
INSURER F :																					
INSURED RedVector.com LLC DBA Vector Solutions 4890 W. Kennedy Blvd., Suite 300 Tampa, FL 33609																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7094868662	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7094868645	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7094868659	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			7094868676	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional E&O			817110535	11/1/2024	11/1/2025	Per Claim/Aggregate	5,000,000
C	Cyber Liability			817110535	11/1/2024	11/1/2025	Per Claim/ Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, a Washington State Municipal Corp., its officers and employees are additional insured with respect to General Liability if required by written contract subject to terms, conditions, and exclusions of the policy form. The General Liability policy includes an endorsement providing that thirty days' notice of cancellation will be furnished to the Certificate Holder, except for nonpayment of premium, in which case ten days of notice will be given.

CERTIFICATE HOLDER City of Spokane, a Washington State Municipal Corp. Spokane Fire Department Matt Doval	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



< Business Lookup

License Information:

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

Entity name: TARGETSOLUTIONS LEARNING, LLC

Business name: TARGETSOLUTIONS LEARNING, LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-898-879

Business ID: 001

Location ID: 0002

Location: Active

Location address: 4890 W KENNEDY BLVD
STE 300
TAMPA FL 33609-1869

Mailing address: 4890 W KENNEDY BLVD
STE 300
TAMPA FL 33609-1869

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

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

Endorsements

Endorsements held	License #	Count	De	Status	Expiration	First issue
-------------------	-----------	-------	----	--------	------------	-------------

Endorsements held	License #	Count	Details	Status	Expiration	First issue
Spokane General Business - Non-Resident				Active	Jul-31-20	Jul-17-20

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

Governing people	Title
CHERINS, JONATHAN	
REDVECTOR.COM, LLC	

Registered Trade Names

Registered trade names	Status	First issued
VECTOR SOLUTIONS	Active	Jun-14-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/10/2024 12:04:20 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported





< Business Lookup

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Endorsements

Endorsements held	License #	Count	De	Status	Expiration	First issue
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Endorsements held	License #	Count	Details	Status	Expiration	First issue
Spokane General Business - Non-Resident				Active	Jul-31-20	Jul-17-20

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

Governing people	Title
CHERINS, JONATHAN	
REDVECTOR.COM, LLC	


Registered Trade Names

Registered trade names	Status	First issued
VECTOR SOLUTIONS	Active	Jun-14-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 10/10/2024 12:04:20 PM

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Quote ID
Q-383732

Contact Name
Jackelin Maguire

Schedule A – Revision

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

Date: Wednesday, October 23, 2024

Client Information

Client Name: Spokane Fire Department (WA)	
Address: 44 W Riverside Ave Spokane, WA 99201	
Primary Contact Name: Ryan Redding	Primary Contact Phone: 509-625-7004

Agreement Term

Effective Date: 01/25/2025	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

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

Fees

Product Code	Product Name	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	339	\$107.88	\$36,571.32
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00
TSENT	Enterprise Solution	Enterprise Solutions for Vector LMS, TargetSolutions Edition	1	\$550.00	\$550.00
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or DrugBox's	PPE and/or Equipment assigned to individuals	339	\$45.00	\$15,255.00

Grand Total: \$52,771.32

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

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

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

By: _____

By: _____

Printed Name: Mark Fung

Printed Name:

Title: VP of Customer Success, Public Sector

Title:

Date: _____

Date: _____



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Consent

Date Rec'd 11/20/2024

Clerk's File # OPR 2023-0031

Cross Ref #

Project #

Council Meeting Date: 12/16/2024

Submitting Dept POLICE

Bid #

Contact JACQUI 4109

Requisition #

Contact E-Mail JMACCONNELL@SPOKANEPOLICE.ORG

Agenda Item Type Contract Item

Council Sponsor(s) PDILLON MCATHCART BWILKERSON

Agenda Item Name 0680 - BLEA AGREEMENT WITH WSCJTC FOR 2025-2026

Agenda Wording

Spokane Police Department (SPD) in agreement with Washington State Criminal Justice Training Commission (WSCJTC) conducts Basic Law Enforcement Academy (BLEA) sessions for law enforcement agencies in Eastern Washington.

Summary (Background)

This agreement is a continuation of this partnership and covers January 1, 2025 to December 31, 2026. The agreement allows for a total of 10 training slots for the Spokane Police Department recruits in each session. The estimated revenue/costs for each session is approximately \$250,000 per BLEA session, and an approximate \$750,000 per calendar year. The revenue/costs for the entire two-year agreement will be approximately \$1,500,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year YES

Total Cost \$ 1,500,000.00

Current Year Cost \$ 750,000.00

Subsequent Year(s) Cost \$ 750,000.00

Narrative

Reimbursement agreement that pays for current SPD staff time and overtime used during BLEA. Also, reimbursement for usage of City facilities.

Amount

Budget Account

Revenue \$ 750,000.00 # 0680-11710-99999-34210-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	December 2 nd , 2024
Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Dillion, Cathcart & CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2025-2026 BLEA agreement with WSCJTC
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Spokane Police Department (SPD) in agreement with Washington State Criminal Justice Training Commission (WSCJTC) conducts Basic Law Enforcement Academy (BLEA) sessions for law enforcement agencies in Eastern Washington.</p> <p>SPD provides a Sergeant, an Officer, and the facilities for these academies; WSCJTC reimburses the personnel costs, facility costs, and training for instructors.</p> <p>This agreement is a continuation of this partnership and covers January 1, 2025 to December 31, 2026. The agreement allows for a total of 10 training slots for the Spokane Police Department recruits in each session.</p> <p>The estimated revenue/costs for each session is approximately \$250,000 per BLEA session, and an approximate \$750,000 per calendar year. The revenue/costs for the entire two-year agreement will be approximately \$1,500,000.</p>
Fiscal Impact	<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>\$1,500,000 (Revenue)</u></p> <p style="padding-left: 20px;">Current year cost: \$ 750,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$750,000</p> <p>Narrative: <u>Reimbursement agreement that pays for current SPD staff time and overtime used during BLEA. Also, reimbursement for usage of City facilities.</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: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Two-year agreement that is expected to be renewed for the foreseeable future.</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?



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Consent

Date Rec'd 11/20/2024

Clerk's File # OPR 2024-0064

Cross Ref #

Project #

Council Meeting Date: 12/16/2024

Submitting Dept	POLICE	Bid #	
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Contact Name/Phone	MIKE MCNAB 4115	Requisition #	
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Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
---------------------------	------------------------------	--	--

Agenda Item Name	1620 - ACCEPTANCE OF BEHAVIORAL HEALTH UNIT GRANT AMENDMENT		
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Agenda Wording

In January, 2024 - Spokane Police accepted grant funds under OPR 2024-0064 to continue operation of the Behavioral Health Unit from WASPC through Spokane County Sheriff's Office. Grant funding was broken into two separate funding years.

Summary (Background)

An amendment to the Year 1 budget was awarded and approved in June, 2024 that provided an additional \$447,093 to be used to retroactively fund two FTE's July 1, 2023 through June 30, 2024. A 2nd amendment for Year 2 has been awarded and will increase the budget by \$393,131.96. Funding will go towards current Mental Health Coordinator and Sr. Police Officer positions through June 30, 2025.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 393,131.96 (revenue)
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Current Year Cost	\$ n/a
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Subsequent Year(s) Cost	\$ n/a
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Narrative

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

Amount

Budget Account

Revenue	\$ 393,131.96	# 1620-91814-99999-33469-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MCNAB, MICHAEL
<u>Division Director</u>	
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SCOTT, ALEXANDER

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Heather Arnold harnold@spokanecounty.org	SPDFinance@spokanecity.org
Dan Waters dwaters@spokanepolice.org	Steve Wohl sjwohl@spokanepolice.org
Dale Wells dwells@spokanepolice.org	

**AMENDMENT B TO THE AGREEMENT BETWEEN CITY OF SPOKANE AND
SPOKANE COUNTY IN CONJUNCTION WITH THE MENTAL HEALTH FIELD
RESPONSE TEAM FY23 GRANT PROGRAM**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount \$2,226,390.68		3. Tax ID# 91-6001280	
				4. UEI KJMWLN3DCAX9	
5. Grantee Representative Michael McNab, Assistant Chief City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 835-4531			6. County's Representative Heather Arnold, Grants Administrator Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org Reviewed: _____		
7. Contract # 23MHFR2203		8. Original Grant ID# MHFR-23-006		9. Start Date 07/01/23	
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 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: The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.					
18. COUNTY and 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 _____	
Name _____		Date _____		Name _____	
Title _____		Date _____		Title _____	
				(Executed under Resolution No. 24-0119)	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, on March 5, 2024 an Agreement was executed by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the “COUNTY” having offices for the transaction of business as listed above and CITY OF SPOKANE hereinafter known as “CITY”, having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the “Parties” entitled “AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY 23 GRANT PROGRAM” (“Agreement”); and

WHEREAS, Section 3 (Compensation/Reimbursement/Invoicing Procedures) of Agreement sets forth the compensation awarded and Exhibit B of the Agreement sets forth the Budget for Budget Year 1 and Budget Year 2; and

WHEREAS, the COUNTY and the CITY desire to amend the Agreement in Section 3 and Exhibit B to increase the 2024-2025 funding allocation by \$393,131.96 from \$693,083 to \$1,086,214.96, which is based upon the services performed as previously set forth in Exhibit A Statement of Work.

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein by reference as well as the mutual promises and conditions set forth herein, the Parties do mutually agree that the document executed by the Parties entitled “AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY IN CONJUNCTION WITH THE MENTAL HEALTH FIELD RESPONSE TEAM FY23 GRANT PROGRAM” shall be amended as to those sections listed below. All other sections previously agreed upon shall remain in full effect and force.

(Underlined language has been added, lined out language has been deleted.)

3. COMPENSATION

- 3.1. The COUNTY shall reimburse 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. 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 CITY shall be made monthly and are due on or before the 5th day of the month following the period which services were provided. **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.** In conjunction with each reimbursement request, 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. This is a multi-year

award it is subject to the following restrictions.

- 3.2. The maximum amount payable to CITY for services rendered in year one (July 1, 2023 – June 30, 2024) is Six Hundred Ninety-Three Thousand Eighty-Three Dollars (\$693,083) as set forth in Attachment B Budget, funds not utilized from year one **will not** carry-over to year two and are no longer able to be claimed by CITY. The maximum amount payable to CITY for services rendered in year two (July 1, 2024 – June 30, 2025) is ~~Six Hundred Ninety-Three Thousand Eight-Three Dollars (\$693,083)~~ One Million Eighty-Six Thousand Two Hundred and Fourteen Dollars and Ninety Six Cents (\$1,086,214.96) as set forth in Attachment B Budget, funds not utilized from year two **will not** carry-over to any other period and are no longer able to be claimed by CITY under any circumstances.
- 3.3. 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@spokanesherriff.org
- 3.4. 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 CITY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by COUNTY.
- 3.5. The final invoice for services rendered under the year 1 portion of this Agreement MUST be submitted by CITY to the COUNTY by July 5, 2024. The COUNTY is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 5, 2024 ("Belated Claims"). The final invoices for services rendered under the year 2 portion of this Agreement MUST be submitted by CITY to the COUNTY by July 5, 2025. The COUNTY is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 5, 2025 ("Belated Claims"). The County will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

**EXHIBIT B
BUDGET**

Category	Budget Year 1 – July 1, 2023 through June 30, 2024	Budget Year 2 – July 1, 2024 through June 30, 2025
Salary/ Benefits	\$620,076	\$620,076 <u>\$1,013,207.36</u>
Travel/Training	\$10,000	\$10,000
Indirects	\$63,007	\$63,007.60
Total Program	\$1,140,175.72	\$693,083 <u>\$1,086,214.96</u>

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.**

Unspent amounts from the 2023-2024 fiscal year will be forfeited and will not be added to the following fiscal year's budget amounts.

Unspent amounts from the 2024-2025 fiscal year will be forfeited and will not be added to any other period and are no longer able to be claimed by CITY under any circumstances.

Salary is authorized provided that compensation is reasonable and consistent with that paid for similar work in other activities within the jurisdiction.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent with that paid for similar work in other activities within the jurisdiction.

Budget may not be shifted from one-line item to another line item without prior written approval from SCSO and WASPC.

Payment will be on a reimbursement basis only.

***Note that incentives payable to staff are unallowable for this Agreement.**

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	December 2 nd , 2024
Submitting Department	Police
Contact Name	Asst. Chief McNab
Contact Email & Phone	mmcnab@spokanepolice.org 625-4115
Council Sponsor(s)	Councilmembers Dillon, Cathcart & CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of 2nd BHU grant amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In January, 2024 – Spokane Police accepted grant funds under OPR 2024-0064 to continue operation of the Behavioral Health Unit; from WASPC through Spokane County Sheriffs Office.</p> <p>Grant funding was broken into two separate funding years: Year 1 and Year 2. Initial funding supported 4 FTE’s within SPD’s budget with a total grant period July 1, 2023 through June 30, 2025.</p> <p>Total grant award of \$1,386,166.</p> <p>An amendment to the Year 1 budget was awarded and approved in June, 2024 that provided an additional \$447,093 to be used to retroactively fund two FTE’s July 1, 2023 through June 30, 2024.</p> <p>A 2nd amendment for Year 2 has been awarded and will increase the budget by \$393,131.96. Funding will go towards current Mental Health Coordinator and Sr. Police Officer positions through June 30, 2025.</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>\$393,131.96 (Revenue)</u> Current year cost: \$ N/A Subsequent year(s) cost: N/A	
Narrative: <u>Additional grant funds will be used to fund existing positions in SPD’s budget.</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? WA State grant funds through WASPC	
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)	
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:** 12/02/2024

Committee Agenda type: Consent

Date Rec'd 11/20/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 12/16/2024

Submitting Dept

POLICE

Bid #

Contact Name/Phone

MIKE MCNAB 4115

Requisition #

Contact E-Mail

MMCNAB@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

1620 - ORGANIZED RETAIL CRIME GRANT AWARD

Agenda Wording

Spokane Police Department was awarded and is requesting acceptance of a new grant award from the WA State Department of Commerce for the Organized Retail Theft pilot program.

Summary (Background)

This funding will be used specifically for law enforcement to coordinate effective responses to organized retail crime with a focus on diversion-oriented programs and restitution in Spokane County. SPD will be allocated \$90,000 to conduct special emphasis patrols on regular and/or overtime. This grant has a period of performance of November 1, 2024 to June 30, 2025.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 90,000.00

Current Year Cost \$ 90,000.00

Subsequent Year(s) Cost \$ 0

Narrative

Reimbursement grant of SPD costs and activity under this project scope of work. WA State Dept of Commerce pilot program grant funding for regular/overtime costs of SPD emphasis on retail crime.

Amount

Budget Account

Revenue \$ 90,000.00 # 1620-91833-99999-33442-99999

Expense \$ 90,000.00 # 1620-91833-21250-VARIOUS

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MCNAB, MICHAEL
<u>Division Director</u>	MCNAB, MICHAEL
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	SCOTT, ALEXANDER

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Dan Floyd dan@htcrelay.com	SPDFinance@spokanecity.org
Brian Eckersley beckersley@spokanepolice.org	Rob Boothe rboothe@spokanepolice.org
Tracie Meidl tmeidl@spokanepolice.org	

**PILOT PROGRAM CONTRACT BETWEEN THE
Washington Organized Retail Crime Association AND Spokane Police Department**

THIS CONTRACT is made and entered into by and between the Washington Organized Retail Crime Association, hereinafter referred to as "WAORCA," and Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided WAORCA terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE CONTRACT:

The purpose of this Contract is to provide funding, provided by the Washington State Department of Commerce for the Organized Retail Theft pilot program: **Spokane County Pilot Program**, specifically to provide funding for the law enforcement agencies in the City of Spokane to conduct straight time or overtime enforcement activities (retail theft emphasis blitz and patrols) as outlined in the Project Overview and Scope of Work (SOW). The Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of coordinating effective responses to organized retail crime. By signing this contract, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the **Spokane County Pilot Program** grant project.

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both parties, but not earlier than November 1, 2024, and remain in effect until June 30, 2025, unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1 Purpose

Create a local pilot program to coordinate effective responses to organized retail crime with a focus on diversion-oriented programs and restitution in Spokane County. WAORCA will facilitate and manage meetings, goals, execution of SOW, and data collection for the local pilot program. The Spokane County Oversight Committee members include retail stores, law enforcement, Spokane County Felony Diversion Program, and a dedicated prosecutor.

In selecting the Spokane County, WAORCA considered the diversity in the types of impacted businesses to ensure a variety of businesses are incorporated into the pilot program area. WAORCA measured support from local government organizations and the willingness to partner with other community interests to enhance responses to crimes.

3.2 Project Goals

WAORCA has identified Spokane County and its listed Oversight Committee with the purpose of achieving the following goals:

- Increase reporting of organized retail crime instances.
- Increase law enforcement responses to reported organized retail crime instances.
- Identify or hire a designated prosecutor focused on organized retail crime in Spokane County.
- Enhance the coordination between retail stores, law enforcement, and diversion programs with the designated prosecutor,
- Coordinate and track offenders that are eligible and referred to diversion-oriented programs, and
- Focus prosecution on known high utilizers when the local team has determined diversion-oriented programs and restitution are not options.

For each of the goals, WAORCA will work with the Spokane County Oversight Committee to establish measurable metrics to understand the benefits or changes in outcomes from the previously stated goals. In addition, committee members will establish best practices learned from the community activities that can be used or avoided in other organized retail crime prevention efforts.

3.3 Specific Measurables

will include:

- Number of Organized Retail Crime reports generated in Spokane County Pilot Program Area.
- Number of Law Enforcement responses generated in Spokane County Pilot Program Area.
- Number of people eligible for diversion-oriented programs in Spokane County Pilot Program Area.
- Number of people offered diversion in Spokane County Pilot Program Area.
- Number of diversions initiated in Spokane County Pilot Program Area.
- Subjective list of ORC prevention and diversion oriented focused best practices.

3.4 Compensation

The cost of accomplishing the work described in the SOW will not be reimbursed greater than budget dollar total from amounts listed below. WAORCA will reimburse for personnel straight time or overtime expenses. Health insurance, or any other benefits not listed, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols and blitzes.

Funding alterations are permitted as follows: Upon contract by the WAORCA and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this contract, so long as the total grant award amount does not increase.

These funds are intended to pay for the hourly straight time or overtime costs of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose, for example any work required to maintain a law enforcement commission including recertification training like firearm qualification. By signing this contract, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WAORCA is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

Transport Officers: WAORCA will reimburse SUB-RECIPIENT for transport officers for their work on this project.

3.5 Project Costs

WAORCA has awarded \$283,333.33 to the **Spokane County Pilot Program**, with \$90,000 budgeted for the purpose of funding law enforcement to the goal of coordinating effective responses to organized retail crime. By signing this contract, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc.

4. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the WAORCA.

5. CONTRACT ALTERATIONS AND AMENDMENTS

This Contract may be amended by mutual contract of the Parties in the form of a written request to amend this Contract. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S, Primary Contact, and WAORCA Program Manager can be made through email communication and signatures are not required.

6. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Contract, in whole or in part, without the express prior written consent of the WAORCA, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WAORCA program manager with a copy of all third-party contracts and contracts entered into for purposes of fulfilling the SOW. Such third-party contracts and contracts must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures.

8. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Contract terms, each party agrees to bear its own attorney fees and costs.

9. BILLING PROCEDURE

All invoices for reimbursement will be submitted to WAORCA via email. All communication and invoicing can be sent to Dan Floyd at dan@htcrelay.com on or before the 30th day of each month.

10. GOVERNANCE

10.1. This Contract 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 Contract shall be construed to conform to those laws.

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

- 10.2.1. Applicable federal and state statutes and rules
- 10.2.2. Terms and Conditions of this Contract
- 10.2.3. Any Amendment executed under this Contract
- 10.2.4. Any SOW executed under this Contract
- 10.2.5. Any other provisions of the Contract, including materials incorporated by reference

11. INDEMNIFICATION

11.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WAORCA, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WAORCA arising out of or in connection with this Contract and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Contract.

This indemnity provision applies to all claims against WAORCA, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WAORCA, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WAORCA, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WAORCA, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

11.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this contract. For this purpose, the SUBRECIPIENT, by mutual negotiation, hereby waives with respect to WAORCA only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

11.3. The indemnification and hold harmless provision shall survive termination of this Contract.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Contract 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

13. INSURANCE COVERAGE

The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

14. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Contract. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Contract.

15. RECORDS MAINTENANCE

15.1. During the term of this Contract and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUBRECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT. documents, and other material relevant to this Contract will be retained for six years after expiration.

15.2. Records and other documents, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

16. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable

17. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUBRECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

18. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Contract or violates any of these terms and conditions, the WAORCA will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Contract immediately. At the WAORCA's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. If the SUB-RECIPIENT is given the

opportunity to correct the violation, and the violation is not corrected within the 15- day period, this Contract may be terminated at the end of that period by written notice of the WAORCA.

19. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either party may terminate this Contract, without cause or reason, with 30 days written notice to the other party. If this Contract is so terminated, the WAORCA shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

20. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract.

21. CERTIFICATION ON CONFLICT OF INTEREST

No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

22. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Contract:

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Contract and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Contract.

Signature:

Printed Name:

Date:

WASHINGTON ORGANIZED RETAIL CRIME ASSOCIATION

Signature:

Printed Name: Robert Nelson

Title: Board Chair

Date:

Washington Organized Retail Crime Association (WAORCA) Organized Retail Crime Pilot Program Area Contract - Spokane County Pilot Program

Project Overview and Scope of Work

Purpose – Create a local pilot program to coordinate effective responses to organized retail crime with a focus on diversion-oriented programs and restitution in Spokane County. WAORCA will facilitate and manage meetings, goals, execution of SOW, and data collection for the local pilot program. The Spokane County Oversight Committee members are listed above and include retail stores, law enforcement, diversion program, and a dedicated prosecutor.

In selecting the Spokane County, WAORCA considered the diversity in the types of impacted businesses to ensure a variety of businesses are incorporated into the pilot program area. WAORCA measured support from local government organizations and the willingness to partner with other community interests to enhance responses to crimes.

Project Goals – WAORCA has identified Spokane County and its listed Oversight Committee with the purpose of achieving the following goals:

- Increase reporting of organized retail crime instances.
- Increase law enforcement responses to reported organized retail crime instances.
- Identify or hire a designated prosecutor focused on organized retail crime in Spokane County.
- Enhance the coordination between retail stores, law enforcement, and diversion programs with the designated prosecutor,
- Coordinate and track offenders that are eligible and referred to diversion-oriented programs, and
- Focus prosecution on known high utilizers when the local team has determined diversion-oriented programs and restitution are not options.

For each of the goals, WAORCA will work with the Spokane County Oversight Committee to establish measurable metrics to understand the benefits or changes in outcomes from the previously stated goals. In addition, committee members will establish best practices learned from the community activities that can be used or avoided in other organized retail crime prevention efforts.

Specific Measurables will Include:

- Number of Organized Retail Crime reports generated in Spokane County Pilot Program Area.
- Number of Law Enforcement responses generated in Spokane County Pilot Program Area.
- Number of people eligible for diversion-oriented programs in Spokane County Pilot Program Area.
- Number of people offered diversion in Spokane County Pilot Program Area.
- Number of diversions initiated in Spokane County Pilot Program Area.
- Subjective list of ORC prevention and diversion oriented focused best practices.

Estimated Spokane County Pilot Program Area Budget –

(\$90,000) – Law Enforcement Engagement: Law enforcement will use funds for special emphasis patrols which often require or necessitate overtime to avoid losing coverage for other community needs.

(\$193,333.33) – Dedicated Prosecutor(s): Funds will be used to dedicate a local prosecutor, either part-time or full-time, and working with diversion program managers, retailers, and law enforcement to create action plans.

Timeline of activities

Date	Tasks
<p>PLANNING</p> <ul style="list-style-type: none"> • August and September 2024 	<ul style="list-style-type: none"> • WAORCA will designate Spokane County as official pilot program area. • WAORCA will outline the program goals and measurables with Spokane County Oversight Committee. • WAORCA will provide meeting minutes.
<ul style="list-style-type: none"> • September 2024 	<ul style="list-style-type: none"> • Finalize development of Spokane County Oversight Committee members. • Submit specific pilot program goals and measurables to Commerce. • WAORCA will provide meeting minutes.
<ul style="list-style-type: none"> • October 2024 	<ul style="list-style-type: none"> • Finalize local pilot program goals and measurables. • Finalize local pilot program budgets with focus on diversion-oriented programs. • Draft proposed Letter of Intent with Spokane County Oversight Committee
<p>IMPLEMENTATION</p> <ul style="list-style-type: none"> • November 2024 	<ul style="list-style-type: none"> • WAORCA Oversight Committee will manage local Committees, pilot program goals and data collection. • Finalize Letter of Intent. • Launch Pilot Program. • Begin Onboarding sites within Spokane County. • Begin data collection and reporting – establish processes for reporting.
<ul style="list-style-type: none"> • December 2024 – March 2025 	<ul style="list-style-type: none"> • WAORCA will facilitate and manage Spokane County Oversight Committee. • Minimum of one monthly meeting with each site • Data collection/reporting from each site
<ul style="list-style-type: none"> • March 2025 – June 2025 	<ul style="list-style-type: none"> • Drafting of Spokane County ORC Pilot Program Report. • Minimum of one monthly meeting with each site • Data collection/reporting from each site Submit final Report June 15th, 2025

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	December 2 nd , 2024
Submitting Department	Police
Contact Name	Michael McNab
Contact Email & Phone	mmcnab@spokanepolice.org 625-4115
Council Sponsor(s)	Councilmembers Dillion, Cathcart & CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Organized Retail Crime Grant Award
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>SPD was awarded and is requesting acceptance of new grant award from the WA State Department of Commerce for the Organized Retail Theft pilot program.</p> <p>This funding will be used specifically for law enforcement to coordinate effective responses to organized retail crime with a focus on diversion-oriented programs and restitution in Spokane County.</p> <p>SPD will be allocated \$90,000 to conduct special emphasis patrols on regular and/or overtime.</p> <p>This grant has a period of performance of November 1 , 2024 to June 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>\$90,000</u></p> <p> Current year cost: \$ 90,000</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: <u>Reimbursement grant of SPD costs and activity under this project scope of work.</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? <u>WA State Dept of Commerce pilot program grant funding for regular/overtime costs of SPD emphasis on retail crime.</u></p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

While the contacts/arrests will be reactive, based on who commits the criminal activity, the diversion portion of the grant will provide alternatives to incarceration. Diversion programs can be beneficial to 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?

Data on the effectiveness and disparities of the program will be collected and reported by SPD and Spokane County Prosecutor's Office to WAORCA, the grant recipient, and given to WA Department of Commerce, in accordance with the grant requirements.

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

Data on the effectiveness of the program will be collected and reported by WAORCA, the grant recipient, and given to WA Department of Commerce, in accordance with the grant requirements.

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 grant proposal aligns with current City Policies, the Comprehensive Plan, Sustainability Action Plan, Neighborhood Master Plans, and Council Resolutions. It will improve SPD's budget line, as it adds funding to allow Police operations to continue in an effective manner, while providing necessary diversion, with the goal of making Spokane a safer place to live and thrive.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Consent

Date Rec'd

11/21/2024

Clerk's File #

OPR 2024-0835

Cross Ref #

Project #

Council Meeting Date: 12/16/2024

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

MIKE PICCOLO 6237

Requisition #

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE MCATHCART

Agenda Item Name

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

Outside Counsel Amendment with Bryan Cave Leighton Paisner, LLP, Saint Louis, MO for Legal Services in the matter of Currie, et al., v. City of Spokane

Summary (Background)

The City has an existing contract with Bryan Cave Leighton Paisner, LLP as outside counsel services and advice in the legal matter of Currie, et. al., v. City of Spokane. This is a lawsuit against the City alleging violations of the constitutional rights of unhoused individuals under the SMC. The case is in the discovery phase of litigation. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ 50,000

TBD

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCHOEDEL, ELIZABETH

Division Director

Accounting Manager

Legal

SCHOEDEL, ELIZABETH

For the Mayor

Additional Approvals

Distribution List

Randall Thomsen, Randall.Thomsen@bcplaw.com

mpiccolo@spokanecity.org

lsmithson@spokanecity.org

nodle@spokanecity.org

ahaile@spokanecity.org

rhulvey@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	12/2/24
Submitting Department	Legal
Contact Name	Michael J. Piccolo
Contact Email & Phone	MPiccolo@spokanecity.org - #6283
Council Sponsor(s)	CM Bingle and CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City has an existing contract with Bryan Cave Leighton Paisner, LLP., as outside counsel services and advice in the legal matter of <u>Currie, et. al., v. City of Spokane, et. al.</u> , this is a lawsuit against the City alleging violations of the constitutional rights of unhoused individuals under the SMC. The case is in the discovery phase of litigation.
*use the Fiscal Impact box below for relevant financial information	This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: 100,000.00

Current year cost: 100,000.00

Subsequent year(s) cost:

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

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence One-time Recurring N/A

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

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

- What impacts would the proposal have on historically excluded communities? N/A
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A

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

Council Subcommittee Review

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

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

24-250



< Business Lookup

License Information:

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

Entity name: BRYAN CAVE LEIGHTON PAISNER LLP

Business name: BRYAN CAVE LEIGHTON PAISNER LLP

Entity type: Limited Liability Partnership

UBI #: 605-176-443

Business ID: 001

Location ID: 0001

Location: Active

Location address: 211 N BROADWAY
STE 3600
SAINT LOUIS MO 63102-2726

Mailing address: 211 N BROADWAY
STE 3600
SAINT LOUIS MO 63102-2726

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Sep-30-2025	Sep-12-2024

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

Governing people	Title
WRIGHT, PHILIP	

The Business Lookup information is updated nightly. Search date and time: 9/13/2024 1:04:55 PM

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January 3, 2024

Bryan Cave Leighton Paisner LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750

To Whom It May Concern:


CONFIRMATION OF INSURANCE

We hereby confirm that Bryan Cave Leighton Paisner LLP has Professional Liability Coverage under Policy LPL-1963-2024 with limits of liability not less than \$25,000,000 per claim and \$25,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2024 to January 1, 2025.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 

Nancy J. Montroy
Vice President – Director of Underwriting

Date: 1/3/2024

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com