

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



AGENDA FOR 12:00 P.M. MONDAY, DECEMBER 1, 2025

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 PM December 1, 2025**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2485 454 1595; 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 12:00 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.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/DamhDTmjvxUm4HxG8>

AGENDA

I. Call to Order

II. Monthly Report/Update

1. PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
2. OFFICE OF THE POLICE OMBUDS OCTOBER REPORT - BART LOGUE (0 minutes)
3. SPOKANE POLICE DEPARTMENT STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
4. OFFICE OF THE POLICE OMBUDS SEPTEMBER REPORT - BART LOGUE (0 minutes)

III. Discussion Items

1. POLICE CHIEF REPORT - KEVIN HALL (10 minutes)
2. FIRE CHIEF REPORT - TOM WILLIAMS (10 minutes)
3. APPOINTMENT OF TOM WILLIAMS AT FIRE CHIEF OF THE SPOKANE FIRE DEPARTMENT. - ADAM MCDANIEL (5 minutes)
4. INTERLOCAL AGREEMENT/LEASE FOR USE OF SPACE - SPOKANE CO FPD NO. 9 AND CITY OF SPOKANE - MAGGIE YATES (5 minutes)
5. INTERLOCAL AGREEMENT FOR COSTS INCIDENT TO JURY MANAGEMENT SERVICES - AMY HARTE (5 minutes)
6. ORDINANCE RESTORING FIRE CODE FEE UPDATE INADVERTENTLY REMOVED THROUGH THE ADOPTION OF ORDINANCE C36702 - ADAM MCDANIEL/LANCE DAHL (2 minutes)
7. ORDINANCE PROHIBITING THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS IN THE CITY OF SPOKANE - ADAM MCDANIEL (10 minutes)

IV. Consent Items

1. ACCEPT WTSC MULTI-JURISDICTIONAL HIGH VISIBILITY ENFORCEMENT GRANT FY25-26 (POLICE)

V. Public Testimony

VI. Executive Session

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

VII. Adjournment

VIII. Next Meeting

Next Public Safety & Community Health Committee

The next meeting will be held at the regular date and time of **12:00 PM. February 2, 2026.**

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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/18/2025

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

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

PHOTO RED MONTHLY UPDATE

Agenda Wording

Photo Red Monthly Update for September 2025 and October 2025

Summary (Background)

Photo Red Monthly Update Reports for September 2025 and October 2025

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

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 June 30th, 2025.

Statistic for Photo Red for the time frame of **September 1st 2025, to September 30th, 2025.**

There were 1935 violations on the photo red system from **September 1st 2025, to September 30th, 2025.** During the same time frame in 2024 there were 1970 violations, which is a decrease of 35 violations. All red light cameras are currently active and performing as expected.

Statistic for Photo Speed for the time frame of **September 1st 2025, to September 30th, 2025**

There were 2948 violations on the photo speed system from **September 1st 2025, to September 30th, 2025.** During the same time frame in 2024 there were 1912 violations which is an increase of 1036 violations. Currently all cameras and radars are operational.

Executive Summary: Photo RED

September 1st 2025, to September 30th, 2025

- Freya and 3rd was the 1st highest with 321 violations.
- Sprague and Division was the 2nd highest with 277 violations
- Thor and 2nd was the 3rd highest with 253 violations
- Maple and 2nd was the 4th highest with 170 violations.

Executive Summary: Photo SPEED

September 1st 2025, to September 30th, 2025.

- S/B Nevada @ Longfellow was the 1st highest with 788 violations.
- S/B Monroe @ Willard was the 2nd highest with 573 violations.
- N/B Regal a@ Ferris was the 3rd highest with 388 violations.
- S/B Ash @ Ridgeview was the 4th highest with 373 violations.

***Current revenue of the system.**

Type of Revenue	2025 Initial/Adopted Budget	Budget/12 months or budget per month	9 months of budget	Actual through September 2025	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	110,080	990,720	1,457,216	466,496
School Zone Fines	4,295,187	357,932	3,221,388	1,948,727	(1,272,661)

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?

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	

N

Background/History: Report for Public Safety meeting June 30th, 2025.

Statistic for Photo Red for the time frame of **October 1st 2025, to October 31st, 2025.**

There were 1202 violations on the photo red system from **October 1st 2025, to October 31st, 2025.** During the same time frame in 2024 there were 2097 violations, which is a decrease of 895 violations. Verra Mobility had a major system failure which affected red light systems from October 20th through the 31st.

Statistic for Photo Speed for the time frame of **October 1st 2025, to October 31st, 2025**

There were 2798 violations on the photo speed system from **October 1st 2025, to October 31st, 2025.** During the same time frame in 2024 there were 1713 violations which is an increase of 1085 violations. Currently all cameras and radars are operational.

Executive Summary: Photo RED

October 1st 2025, to October 31st, 2025

- N/B Freya and 3rd was the 1st highest with 174 violations.
- S/B Browne and Sprague was the 2nd highest with 157 violations.
- S/B Thor and 2nd was the 3rd highest with 131 violations
- N/B Division and Sprague was the 4th highest with 124 violations.

Executive Summary: Photo SPEED

October 1st 2025, to October 31st, 2025.

- S/B Nevada @ Longfellow was the 1st highest with 661 violations.
- S/B Monroe @ Willard was the 2nd highest with 488 violations.
- N/B Regal @ Ferris was the 4th highest with 435 violations.
- S/B Ray @ Ferris was the 4th highest at 363 violations.

***Current revenue of the system.**

Type of Revenue	2025 Initial/Adopted Budget	Budget/12 months or budget per month	10 months of budget	Actual through October 2025	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	110,080	1,100,800	1,660,082	559,282
School Zone Fines	4,295,187	357,932	3,579,320	2,255,919	(1,323,401)

Proposed Council Action & Date:

Fiscal Impact:

Total Cost:

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

Funding Source ☐ One-time ☐ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/18/2025

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

OMBUDS - POLICE

Bid #**Contact Name/Phone**

BART LOGUE 6745

Requisition #**Contact E-Mail**

CCOTY@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

OFFICE OF THE POLICE OMBUDS OCTOBER REPORT

Agenda Wording

OPO October Monthly Report

Summary (Background)

OPO October Monthly Report

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source			
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	December 1, 2025
Submitting Department	Office of the Police Ombuds
Contact Name	Bart Logue
Contact Email & Phone	ccoty@spokanecity.org /6745
Council Sponsor(s)	Council Members Zappone, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0
Agenda Item Name	Office of the Police Ombuds Monthly Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	October 2025 Monthly Report

Fiscal Impact

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

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Attached you will find the activities for the OPO/OPOC during the month of August. This includes community complaints, cases certified, interviews conducted, community events and oversight activities

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?
- 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?

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

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

Council Subcommittee Review

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

2025 / OCTOBER

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

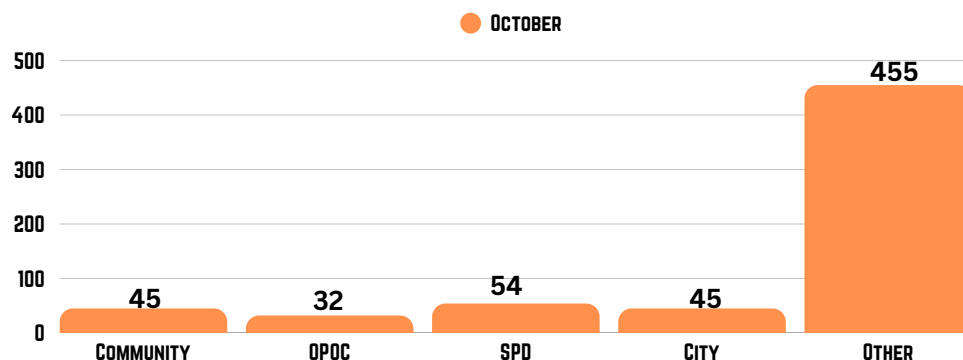
Current	YTD	Contacts, Complaints, and Referrals
633	3079	Contacts
10	162	OPO interviews
1	10	Letters of officer appreciation / commendations
3	45	OPO generated complaints
1	40	Referrals to other agencies / departments
0	1	Cases offered to SPD for mediation
0	1	Mediation completed

Current	YTD	IA Investigation Oversight
10	88	Cases certified
1	5	Cases returned for further investigation
3	4	Cases declined to certify
4	4	Web cases reviewed
9	105	Oversight of IA interviews

Current	YTD	Other Oversight Activities
6	122	Special cases reviewed*
2	18	SPD review boards / D-ARPs
56	554	Meetings with SPD
9	72	Oversight meetings
10	167	Community meetings
6	47	Training
0	2	Critical incidents

*Use of Force, K9, Collisions, Pursuits, and AR

CONTACTS



A majority of these oversight contacts were from the USOA and NACOLE Conferences with multiple members of the OPO and OPOC in attendance.

Community Meetings

- Leadership Spokane Regional Economy Day
- Revive Center for Returning Citizens Gala
- People Who Care Luncheon
- Celebration of Service for Ladd Smith

OPOC Activities

- Human Rights Champions Banquet
- Leadership Spokane Regional Economy Day
- SPD In Service Training
- Revive Center for Returning Citizens Gala
- NAACP
- NACOLE Annual Conference

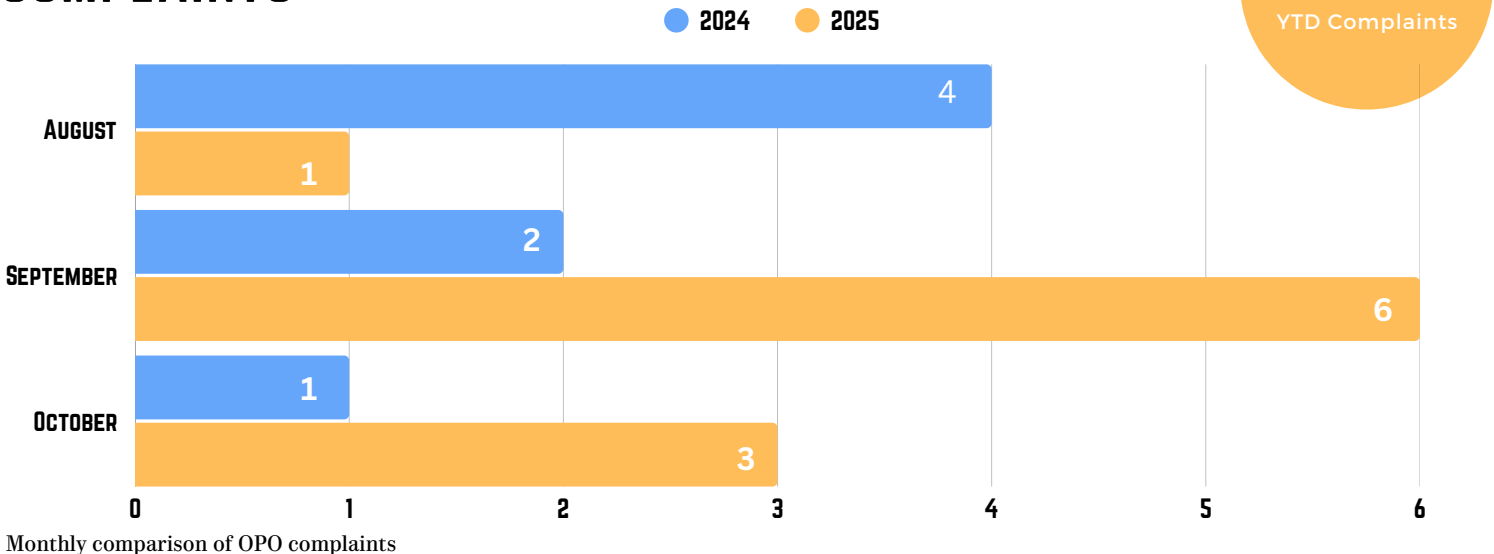


Oversight / Outreach

- NACOLE Executive Board / Committee meetings (3)
- SPD D-ARP
- SPD Use of Force Review Board
- Presented on 4 NACOLE Annual Conference Panels / Forums
 - Ombuds Logue and Chief Hall jointly presented on the Strengthening Oversight through Collaboration: Insights from Spokane and Boulder Session
 - Ombuds Logue was a panelist on the Use of Force Principles: Twenty - Three Core Elements to Ensuring an Effective Policy Session
 - Ombuds Logue presented at the Coffee with the Candidates Forum
 - Ombuds Logue presented at the NACOLE Annual Meeting
- Presented at USOA Annual Conference Panel
 - Deputy Ombuds Mascio presented on the Climbing Your Mountain: Navigating Challenging Logistics Across Ombuds Models Session
- Ombuds Logue was re-elected for a second term to the NACOLE Board of Directors



COMPLAINTS



C25-066 / OPO 25-31
25 total- Complainants related to June 11th protest response.
Filed with SPD on 6/30/2025

SUMMARY OF COMPLAINTS

OPO 25-43	A community member complained that officers continue to harass them and arrested them and charged them with disorderly conduct for jaywalking.
OPO 25-44	A community member complained that an officer retaliated against them to their employer after the complainant voiced their concerns to the officer.
OPO 25-45	A community member complained that SPD officers threatened to arrest staff members during a Harm Distribution event.

COMMENDATION

L 25-10	A community member wanted to thank SPD for their partnership with BHU and for the help they have provided them.
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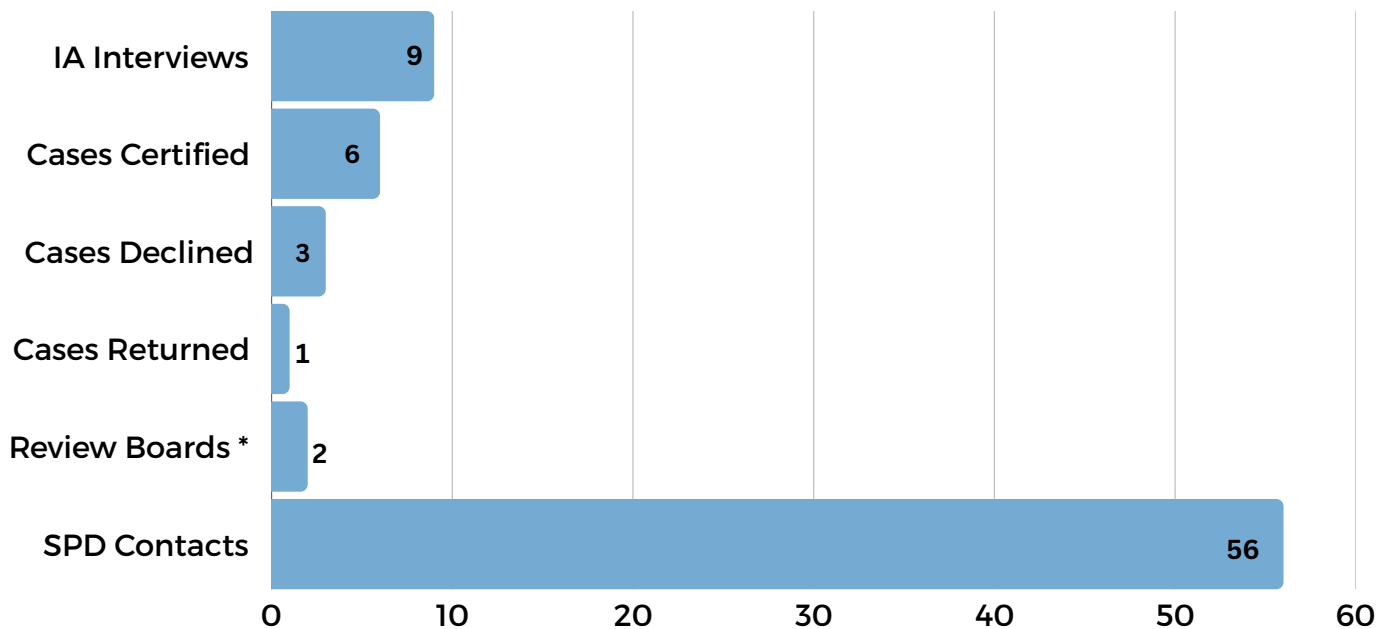
REFERRALS

Type of Referral	#
Internal	1

SUMMARY OF REFERRALS

IR 25-40	A community member is frustrated that they have not received a phone call back from a detective after leaving a voicemail for assistance three days prior; SPD / IA
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OVERSIGHT ACTIVITIES



TRAINING

- SPD In-Service Training
- Police Dialogue Training
- Know Be 4 Training
- International Association of Chiefs of Police (IACP) Annual Conference
- United States Ombudsman Association (USOA) Annual Conference
- National Association for Civilian Oversight of Law Enforcement (NACOLE) Annual Conference

Upcoming

- MOU
- OPO & OPOC Annual Report

OPOC Meetings - In person: Every 3rd Tuesday @ 5:30pm in City Hall | Virtual: available
For more information visit: <https://my.spokanecity.org/opoc>

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/19/2025

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

POLICE

Bid #**Contact Name/Phone**

JACQUI 4109

Requisition #**Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

SPOKANE POLICE DEPARTMENT STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Spokane Police Department Strategic Initiatives Monthly Update for December 2025

Summary (Background)

Spokane Police Department Strategic Initiatives Monthly Update for December 2025

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?

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Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			



SPOKANE POLICE DEPARTMENT

CHIEF OF POLICE

KEVIN HALL

Strategic Initiatives

December 2025 Report



Public Safety and Community Health Committee Briefing

December 2025

Excerpts of Commendations
(Personal Identifying Information has been removed)

To our awesome police department, Our son passed away. Your officers, Ryan and Jordan **[Officers Ryan Andrews and Jordan Schott]**, were so respectful to us and to our son. They answered our questions and kept us informed, especially when the medical examiners came. All of them were simply wonderful, and we can't thank you enough.

Officer [Jackson] Henry, On behalf of the Washington Traffic Safety Commission, I wanted to thank you for a job well done on a [special enforcement detail] you worked on 8/30/2025. You worked 8 hours, made 27 contacts, issued 21 NOI charges and 1 warning for speeding, 2 NOI charges for using electronic devices, and a few other charges and warnings. Speeding and distracted driving continue to be at the top of contributing circumstances for fatal and serious injury crashes in Washington State. Your work definitely sent a message to those contacted drivers about their behavior and will save lives! Please keep up the good work and stay safe!

Lt. Kernkamp, Attached is a letter I wrote. We at Sacred Heart are very thankful for the ongoing partnership with Spokane Police Department and in this specific case, the **SWAT team**. They were an integral part of our active shooter training for the year. We have hosted an active shooter exercise at three Providence Hospitals this year: Holy Family Hospital; Sacred Heart Medical Center; and St. Lukes Rehabilitation medical Center. Through the various sessions we were able to connect with hundreds of our Caregivers about active shooter response for themselves and expectations from law enforcement.

I would like to thank the officers who assisted me last Saturday, particularly the initial arriving officer who was there responding to a vehicle collision. The situation was absolutely traumatic, and I have not necessarily been fond of SPD in the past due to our city's fractured history. However, the officer was extremely professional yet real, and I don't think I would have been able to manage the situation without his help as well as the other female officers who responded. If I could recall their names, I would thank them personally. I hope that you can find the reports and deliver this message to them, the experience did change my view on our police force some, though there is still a lot to repair. His service was undeniable what SPD should exemplify and look to achieve on a daily basis. [Regarding a Hit and Run call and subsequent attempted suicide. **Officers Adam Anderson, Madison McDonald, Mackenzie German-Johnson, Jacob Collins, James Velikodnyy, and Sgt. Shaidon Storch.**]



Internal Affairs Unit Update

January 1 through October 31, 2025, Commendations and Complaints

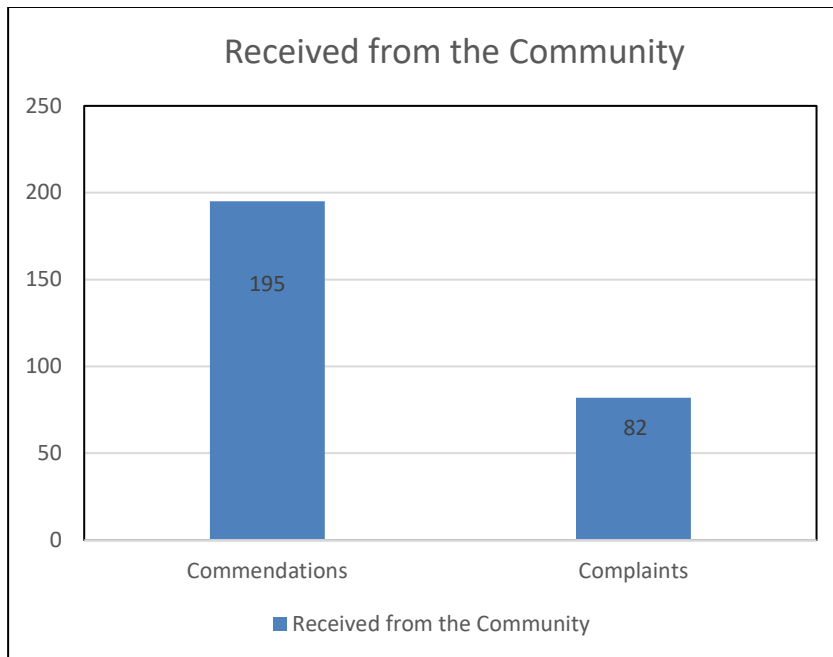
Commendations Received: **Total: 195**

Complaints Received: **Total: 94 (82 from community)**

Source of Complaints—January 1 through October 31, 2025

Received by the Office of Police Ombudsman	Total: 46
Received by the Spokane Police Department	Total: 48
Internally Generated by the SPD	Total: 12
Generated by the Community	Total: 82

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. The chart below shows commendations versus complaints from the community in October 2025.



Officer-Involved Shootings

From January 1 – October 31, 2025, there were two deadly force incidents.

- **Incident 2025-20016302 (Pending Prosecutor Review):** Incident 2025-20016302 took place on January 24, 2025, in the 200 block of East Sanson. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2025-20027128 (Pending Criminal Investigation):** Incident 2025-20027128 took place on February 9, 2025, in the 3300 block of East 11th Ave. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Spokane Police Chief's Statement on Officer Misconduct

On Monday, November 3, 2025, Chief Kevin Hall made the following statement, regarding former officers Toby Bryer and Christopher Conrath.

"The Spokane Police Department has concluded internal investigations into allegations of serious misconduct involving two former officers, who have since resigned. Both were found to have engaged in inappropriate relationships with victims of domestic violence while on duty. Their actions violated departmental policy, betrayed community trust, and failed to uphold the oath they had sworn.

This conduct is unacceptable and does not reflect the values or professionalism of the Spokane Police Department. As Chief, I want to assure our community that these individuals no longer serve as police officers and have surrendered their law enforcement certifications. The department took swift and decisive action to investigate and address their behavior as soon as it came to light.

While this news is deeply disappointing, I have ***complete confidence in the integrity, compassion, and dedication of the men and women who serve Spokane every day.*** The majority of our officers uphold the highest standards of duty and respect for those we protect.

We remain committed to transparency, accountability, and rebuilding trust through our actions. The Spokane Police Department will continue to serve this community with honor and integrity."

Fraud Warning

The Spokane Police Department would like community members to be aware of a new fraud/scam making its way across the country. Home title/deed theft is a crime where criminals target a home. By stealing the owner's identity, the criminals create and falsify documents, transferring the home title to another person for financial gain. Criminals will use forged documents such as fake identification to start a real estate transaction. Once that is done, they can file paperwork with the county register of deeds to transfer ownership of the home to themselves or a third party. At that point, criminals can borrow against the value of the home or sell it outright. Often, the legal owners of the home are not aware of what has happened until it is too late, and the home ownership is lost.



There are things community members can do to be on the lookout for crimes such as this.

- Frequently check the county register for your property. (There are also monitoring services that offer home title monitoring, but they are usually fee-based. You can check on your own for free.)
- Look for any filings that you did not initiate and look for any liens that may be listed.
- If you suspect fraud, report it immediately.

This type of fraud not only focuses on homes but also focuses on land parcels. Being proactive goes a long way to avoid being a victim of this type of crime.

SPD Enforces New Camping Ordinance

Spokane Police Department has begun enforcing the recently approved the Safe and Accessible Public Spaces Emergency Ordinance. The ordinance, which passed on October 27, 2025, prohibits camping citywide and offers homeless individuals a choice between citation or accepting a ride to treatment and services. The new ordinance addresses public camping, by banning camping on all public property including sidewalks, business entrances, stairs, medians, plazas, bridges and transit facilities.

In the first week of enforcing the new ordinance, 34 out of 300 people contacted by police for unlawful camping accepted services. If services are rejected, officers can issue a citation, allowing the person to leave. As of November 7, 2025, the department had issued more than 100 citations for camping in public spaces.

"With the previous ordinance, we had zero engagement interactions where treatment was taken. So far, in the past six days, we've had nine people receive engagement from the officers and then accept treatment with the officers facilitating that," Hall said. "It's the first time since I've been here. I've seen all of the actors, in the City, work together to recognize that there was an issue, and that needed to be corrected."

A key component of the new enforcement strategy is the Cannon Street Navigation Center, where officers can bring individuals to connect them with treatment services.

"The people say, just tell me where you want me to go, and I'll go there. Well, there was no place for them to go. Now, there's a place for them to go," Hall said.

However, Hall emphasized that the ordinance serves as another tool for officers rather than a complete solution to homelessness.

"If we leverage all of these different components that we now have in place, I think we are making meaningful steps toward solving the underlying causes of the problem," Hall said. "What I've seen so far and my confidence in my officers is, they're going to use this judiciously, like I said, to try and get people into treatment."



SPD Employees Recognized

SPD recognized Officer Kellsey Torres as the Officer of the Quarter, and Records Supervisor Marissa Butler for Professional Staff of the Quarter.

From Officer Kellsey Torres' Nomination:



Her attitude at work is outstanding and she is amazing to work with. She constantly takes big calls and answers up to help any way she can. Her efforts have been noticed by her teammates and those in the Detective's office. She works extremely hard, gives maximum effort, and is an extremely dependable officer. She shows empathy and compassion with all individuals she deals with. She represents the values of the department in everything she does—Integrity, Professionalism, and Compassion.

We have multiple problem spots on the south side of the city. One of our areas of concern is in the area of Havana/Sprague. Drug use and vagrant crimes have caused many concerns for residents and businesses in the area. Kellsey has made this a high impact area and constantly patrols for crime. When dealing with homeless individuals here, she balances being compassionate with enforcing laws. This has built rapport with individuals in the area, and they have been willing to talk and work with her further. She has found numerous subjects with felony warrants who have eluded law enforcement for months. She has also located numerous Idaho felony warrants here and even a few US Marshals warrants.

Kellsey has handled many big investigations this year which have turned into Major Crimes callouts on graveyard. She has received high praise from Detectives regarding her investigation skills and work ethic.

From Marissa's Nomination:



Marissa is a long-standing supervisor for records, which is longer than any other supervisor to hold that position. Marissa currently oversees the PRD team and is the resident expert regarding anything public disclosure, creation of public records and appropriate redaction of public records.

Marissa's team consistently gives high praise for her work and leadership, including the most recent ones here:

I wanted to let you know that Marissa Butler is really an amazing supervisor, and I consider myself lucky to be a member of her team. She supports our team all while also managing her own incredible workload. Marissa has also created a working environment where we feel valued, supported, and understood. Our team dynamic is one of the best team environments I have ever been a part of, and so much of that credit goes to Marissa.

I just want to give a big shoutout to Marissa for all the amazing support and leadership she gives our team. She makes work such a positive, safe, and encouraging place where everyone feels valued. She's always approachable, happy to answer questions, and willing to share her knowledge to help us grow. She leads by example and makes it clear that we're all in this together. Her dedication not only helps us do our best work, but also makes coming to work a better experience for everyone. I'm really grateful to be part of her team and to learn from such a supportive and thoughtful leader.

Marissa is an exceptional leader/boss whom I feel should be given a major shout-out or even the Employee of the Quarter award if that's possible. I have worked for many bosses in my career and I can say definitively Marissa stands at the top of the list of Best Overall Bosses. She epitomizes the true meaning of leadership.

I feel the best sign of a great leader is when they are able to bring out the best of their team, elevate them to the next level and show them what they are capable of and more. Marissa has this gift- and has made us a great team. Not only are we blessed to have her as our boss, and friend, but Spokane PD is blessed to have her as not only a great boss/leader but also she excels at her own customer service and skills she gives to the clients she works with.

SPD Receives Federal Wellness Grant

The U.S. Department of Justice's Community Oriented Policing Services has awarded a \$186,250 grant to the Spokane Police Department for mental health and wellness services. The Law Enforcement Mental Health and Wellness Act (LEMHWA) program funds these services for law enforcement officers and their families through the implementation of peer support, training, family resources, suicide prevention, stress reduction, and clinical support. The LEMHWA grant awarded to SPD will fund Struggle Well classes, as well as training on nutrition, sleep, stress reduction and mindfulness, and financial wellness.

"In order to take care of our community, our officers must also take care of themselves. The Spokane Police Department is grateful for this grant, which will allow us to invest in the wellness and mental health of the officers who serve our community every day," Police Chief Kevin Hall said.

SPD in the Community

SPD employees and volunteers attended several Trunk or Treat events around Halloween.



Gonzaga University and SPD Host Dialogue Policing Training

Gonzaga University and Spokane Police Department co-hosted a weeklong training event for Dialogue Policing. The training program, developed by the Columbus Police Department, is a comprehensive, evidence-based, 40-hour course designed to equip law enforcement with communication skills to facilitate in the interaction with community members during large scale gatherings.

The course is based on a foundation of fostering communication, understanding and collaboration with law enforcement and the community members they serve. Multiple agencies in/around the Spokane area attended.

The attending officers are introduced to the Dialogue Policing model as well as a class on the perspective of community activists. This portion of the training also consists of a Q/A session not only with local activists, but also with members of the media. The class also focuses on de-escalation techniques and science-informed crowd psychology. To ensure officers understand the material provided, they take part in training scenarios to further enhance their communication skills before completing the certification requirements at the end of the weeklong training.

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



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/18/2025

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

OMBUDS - POLICE

Bid #**Contact Name/Phone**

BART LOGUE 6745

Requisition #**Contact E-Mail**

CCOTY@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

OFFICE OF THE POLICE OMBUDS SEPTEMBER REPORT

Agenda Wording

OPO September Monthly Report

Summary (Background)

OPO September Monthly Report

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	December 1, 2025
Submitting Department	Office of the Police Ombuds
Contact Name	Bart Logue
Contact Email & Phone	ccoty@spokanecity.org /6745
Council Sponsor(s)	Council Members Zappone, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0
Agenda Item Name	Office of the Police Ombuds Monthly Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	September 2025 Monthly Report
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: <u>Attached you will find the activities for the OPO/OPOC during the month of August. This includes community complaints, cases certified, interviews conducted, community events and oversight activities</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

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

Council Subcommittee Review

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

2025 / SEPTEMBER

Public Safety & Community Health Committee

MONTHLY REPORT



OFFICE OF THE
POLICE OMBUDS
INDEPENDENT CIVILIAN OVERSIGHT

HIGHLIGHTS OF ACTIVITIES

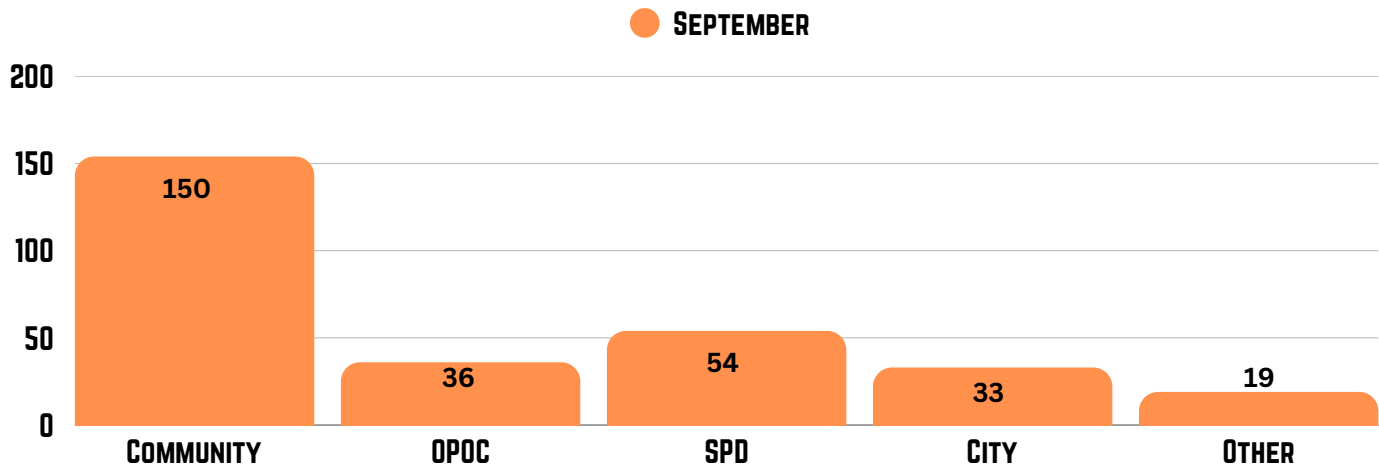
Current	YTD	Contacts, Complaints, and Referrals
292	2446	Contacts
17	152	OPO interviews
0	9	Letters of officer appreciation / commendations
6	42	OPO generated complaints
3	39	Referrals to other agencies / departments
0	1	Cases offered to SPD for mediation
0	1	Mediation completed

Current	YTD	IA Investigation Oversight
3	78	Cases certified
1	4	Cases returned for further investigation
0	1	Cases declined to certify
0	0	Web cases reviewed
15	96	Oversight of IA interviews

Current	YTD	Other Oversight Activities
21	116	Special cases reviewed*
3	16	SPD review boards / D-ARPs
54	498	Meetings with SPD
5	63	Oversight meetings
8	157	Community meetings
12	41	Training
0	2	Critical incidents

*Use of Force, K9, Collisions, Pursuits, and AR

CONTACTS



Community Meetings

- OPOC Monthly Meeting
- BLEA 918 Graduation
- Community Assembly
- Neighborhood Safety Committee Meeting

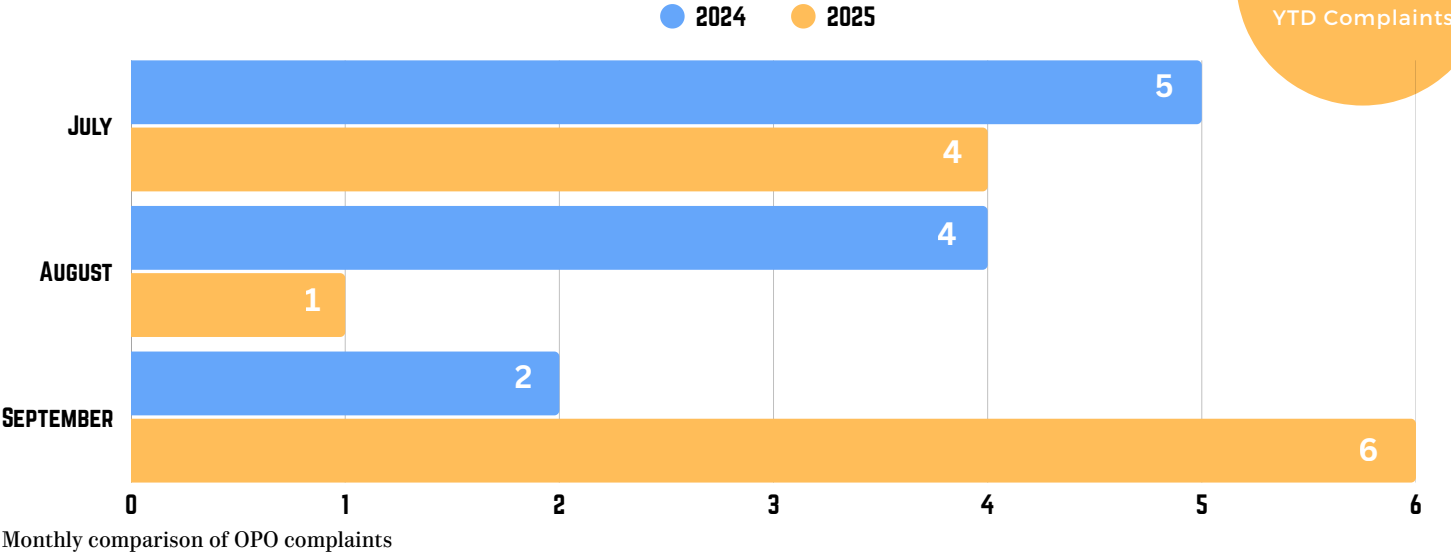
OPOC Activites

- OPOC Monthly Meeting
- NAACP
- HUB Sports Center Annual All-Star Breakfast
- Leadership Spokane Retreat
- Community Assembly
- Neighborhood Safety Committee Meeting
- Together Spokane Presentation @ North Central High School

Oversight / Outreach

- NACOLE Executive Board / Committee meetings (2)
- SPD Deadly Force Review Board
- SPD Use of Force Review Board
- Meeting with Chief Hall
- WSCJTC Decertification Panel (2)

COMPLAINTS



C25-066 / OPO 25-31
25 total- Complainants related to June 11th protest response.
Filed with SPD on 6/30/2025

SUMMARY OF COMPLAINTS

OPO 25-37	A community member complained that officers did not read them they their Miranda rights when they were arrested.
OPO 25-38	A community member complained that an officer who had been trying to get past them, pulled up next to them and used the intercom to yell at them for blocking traffic.
OPO 25-39	A community member complained that SPD will not respond to their multiple calls for service.
OPO 25-40	A community member complained that SPD officers hit their friend's vehicle causing their child to hit their head on the dashboard and did not check on the child at that time.
OPO 25-41	An SPD employee complained on the historic and current examples of bullying allegedly displayed by an employee.
OPO 25-42	A community member complained of the unprofessional interactions and harassing behavior towards their employees by an officer.

REFERRALS

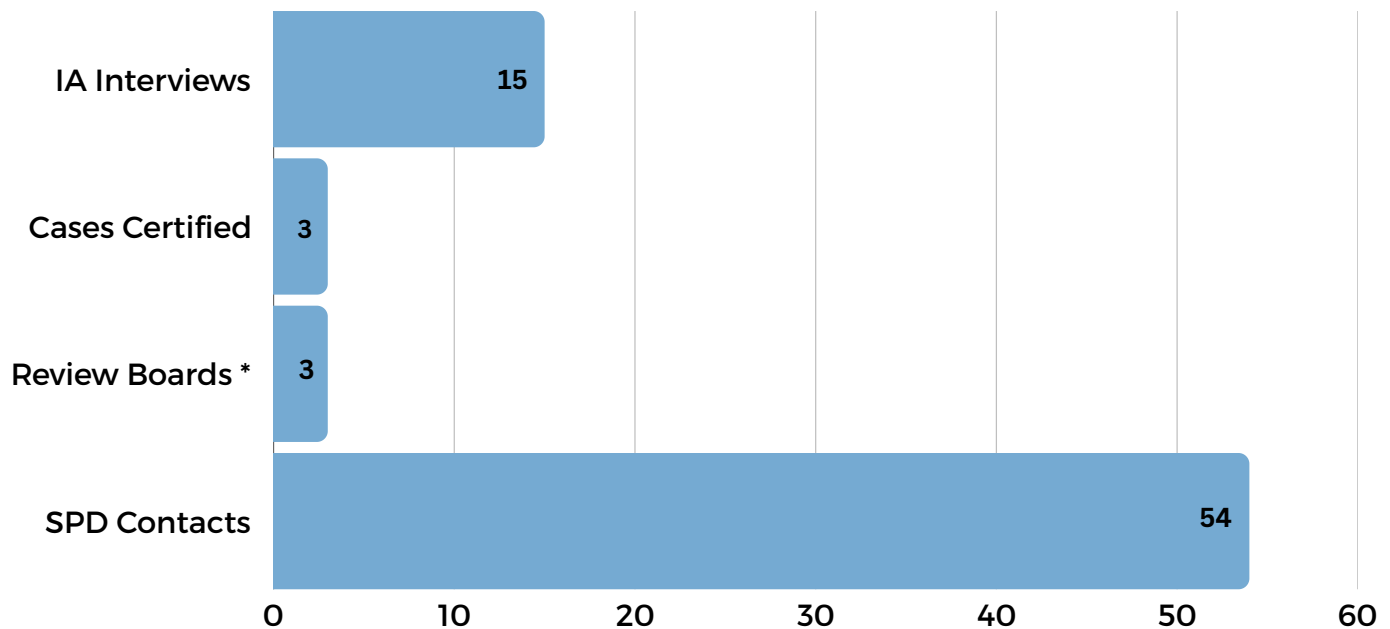
Type of Referral	#
Internal	1
External	2



SUMMARY OF REFERRALS

IR 25-37	A community member is frustrated that their neighbor is allowed to submit multiple false reports against them which has caused them to lose their job. They asked for a supervisor to contact them; SPD / IA
ER 25-38	A community member is frustrated with the unwillingness of the SCSO to recover their child's vehicle which was allegedly stolen by their significant other; SCSO
ER 25-39	A community member was frustrated that their vehicle was towed without prior notification; SCSO

OVERSIGHT ACTIVITIES



Training

- SPD In-Service Training
- Daigle Law Group Internal Affairs Class (6)
- Basic Law Enforcement Training Mock Scenes (4)
- CJIS Certification Training

Upcoming

- SPD In-Service Training
- Police Dialogue Course
- United States Ombudsman Association (USOA) Pre-Conference and Annual Conference
- National Association for Civilian Oversight of Law Enforcement (NACOLE) Annual Conference
- International Association of Chiefs of Police (IACP) Annual Conference

OPOC Meetings - In person: Every 3rd Tuesday @ 5:30pm in City Hall | Virtual: available
For more information visit: <https://my.spokanecity.org/opoc>

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/7/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 01/12/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON PDILLON

Sponsoring at Administrators Request

YES

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

APPOINTMENT OF TOM WILLIAMS AT FIRE CHIEF OF THE SPOKANE FIRE

Agenda Wording

This resolution approves the appointment of Tom Williams as the Fire Chief of the Spokane Fire Department.

Summary (Background)

This resolution approves the appointment of Tom Williams as the Fire Chief of the Spokane Fire Department.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	SCOTT, ALEXANDER		
Distribution List			

INTERLOCAL AGREEMENT/LEASE FOR USE OF SPACE

This Lease is entered into between Spokane County Fire Protection District No. 9 (the “District”), a municipal corporation, and the City of Spokane (the “City”), a municipal corporation, who shall be collectively referred to as the “Parties” or singularly as a party, for purposes of using District space for its backup communications operations (“City Services” or the “Permitted Use”).

WHEREAS, the City of Spokane Police Department is in need of backup communications space that is set forth in Exhibit F of the Lease attached hereto as Exhibit 1; WHEREAS, the District has available space for the City to perform City services for the consideration set forth in the Lease attached hereto as Exhibit 1;

WHEREAS, the District recognizes the benefits conferred by the City as they positively impact the District’s statutory mission set forth under RCW 52.02.020, therefore necessitating in a reduction of rent paid by the City as referenced in the attached Lease; and

WHEREAS, the District desires to lease the space set forth in Exhibit A to the City upon the terms and conditions of the lease set forth in Exhibit 1.

THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Lease.** The District shall lease to the City of Spokane the space designated in Exhibit 1 hereto upon the terms and conditions therein.
2. **Term.** This Agreement shall terminate upon termination of the Lease set forth in Exhibit 1.
3. **Consideration.** The consideration for this Agreement is set forth in Exhibit 1.
4. **Dispute Resolution**

Prior to any other action, the Fire Chief of the District and a designated agent of the City shall meet and attempt to negotiate a resolution to any and all disputes.

If the parties are unable to resolve the dispute through negotiation, either party may request mediation through a process to be mutually agreed to in good faith between the parties. Mediation shall be initiated within 30 days of the request. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney’s fees.

If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Spokane County Superior Court, Spokane County, Washington, as amended, unless the parties agree in writing to an

alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of the State of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

This dispute resolution mechanism shall apply to this Agreement and the Lease set forth in Exhibit 1 hereto. Nothing herein limits either party's right to seek injunctive relief, unlawful detainer, or re-entry/self-help as expressly permitted by this Agreement, the Lease, or law.

5. Hold Harmless/Indemnification

Indemnification by Spokane County Fire Protection District No. 9 (Party 1)

Spokane County Fire Protection District No. 9 ("Party 1") shall indemnify, defend, and hold harmless the City of Spokane ("Party 2") and its officers, agents, and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any kind whatsoever arising out of or resulting from any negligent act or omission of Party 1, its officers, agents, or employees in performing obligations under this Agreement. In the event any such claim or suit is brought against Party 2, Party 1 shall, at its sole expense, defend the same, provided that Party 2 reserves the right to participate in the defense if any governmental authority principle is implicated. If final judgment is rendered against Party 2, its officers, agents, or employees, or jointly against Party 2 and Party 1 and their respective officers, agents, or employees, Party 1 shall fully satisfy such judgment.

Indemnification by the City of Spokane (Party 2)

The City of Spokane ("Party 2") shall indemnify, defend, and hold harmless Spokane County Fire Protection District No. 9 ("Party 1") and its officers, agents, and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any kind whatsoever arising out of or resulting from any negligent act or omission of Party 2, its officers, agents, or employees in performing obligations under this Agreement. In the event any such claim or suit is brought against Party 1, Party 2 shall, at

its sole expense, defend the same, provided that Party 1 reserves the right to participate in the defense if any governmental authority principle is implicated. If final judgment is rendered against Party 1, its officers, agents, or employees, or jointly against Party 1 and Party 2 and their respective officers, agents, or employees, Party 2 shall fully satisfy such judgment.

Concurrent Negligence and Waiver of Immunity

City of Spokane and the District acknowledge and agree that if any such claims, actions, suits, liabilities, losses, costs, expenses, or damages arise from the concurrent negligence of both parties, their officers, agents, or employees, this indemnification provision shall be enforceable only to the extent of each party's respective negligence. For the limited purpose of enforcing this indemnification provision, each party expressly waives its immunity under Title 51 RCW, including with respect to any claims, suits, or causes of action brought by one party's employee(s) against the other party.

Neither party shall be deemed to be an agent of the other during the performance of this Agreement.

6. **RCW 39.34 Provisions.** This Agreement shall be administered by the Fire Chief of the District and the chief executive officer or designee of the City. Other than the leasehold interest set forth in Exhibit 1, no property shall exchange hands pursuant to this Agreement. This Agreement does not create a new agency. This Agreement shall be listed by subject on the District's website. Irrespective of this Agreement, neither party hereto shall be prevented from entering into similar interlocal agreements. This Agreement shall be ratified by the respective governing bodies of each agency.

SO EXECUTED this _____ day of September, 2025.

**SPOKANE COUNTY FIRE PROTECTION
DISTRICT NO. 9**

By _____
Signature Date

Matthew Vinci
Type or Print Name

Fire Chief
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest Approved as to form:

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT 1

LEASE AGREEMENT

Property Address: 3801 E. Farwell Rd, Mead, WA 99021

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 15th Day of October 2025 between Spokane County Fire Protection District No. 9, a political subdivision of the State of Washington ("Landlord"), and the City of Spokane, a Washington State Municipal Corporation ("Tenant"), who shall hereinafter be referred to collectively as the "Parties" or singularly as a "party."

RECITALS

WHEREAS, the Tenant requires certain premises to conduct public safety communications, including 911/dispatch operations, backup communications, training, staging, equipment storage, a server/communications room, a tower and related radio/IT infrastructure, and other lawful activities ancillary thereto; and

WHEREAS, the Tenant may provide certain improvements at no cost or obligation to the Landlord, with said improvements to be removed at the expiration of the Lease or to remain on the Premises for an agreed-upon amount; and

WHEREAS, the Parties recognize the importance of the Tenant's backup public-safety communications services in furtherance of the Landlord's mission; and

WHEREAS, the Tenant recognizes its obligation to hold harmless the Landlord from liabilities arising from the use of the Premises; and

WHEREAS, both Parties hereto are possessed of statutory authority to enter into this Lease.

THEREFORE, the Parties agree as follows:

1. LEASE SUMMARY.

- a. Leased Premises. The leased real estate i) consists of an agreed area of 448.64 square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as SCFD9 Administration Building and comprises a portion of Spokane County Parcel No. _____. The Premises contain the following elements previously located thereon by Tenant as more fully set forth in Exhibit A hereto:
- b. Lease Commencement Date. The term of this Lease shall be for a period of eighteen (18) months (the "Initial Term") and shall commence on **October 15, 2025** or such earlier or later date as provided in Section 3 (the "Commencement Date").

- c. Lease Termination Date. This Lease shall terminate 18 months from the Commencement Date (the "Termination Date") unless extended by Tenant pursuant to the provisions of Section 3 herein.
- d. Base Rent. The base monthly rent shall be **\$448.00** US Dollars monthly during the full initial term of this Lease and any renewal thereof (referred hereto as the "Base Rent"). Rent shall be payable at Landlord's address shown in Section 1 (g) below, or such other place designated in writing by Landlord. The Base Rent may increase each year by the lesser of 2% or the amount of increase in CPI-W in the Seattle-Tacoma-Bellevue area measured from June of the previous Lease year. If the option or options to renew provided for herein are exercised the parties agree that rent shall be recalculated to the then current fair market value using generally accepted appraisal practices, effective as of the first day of each renewal term.
- e. Security Deposit. No security deposit is required.
- f. Permitted Use. The Premises shall be used only for 911/dispatch operations, training, staging, equipment storage, server/communications room, tower and related radio/IT infrastructure, and other lawful activities ancillary to the foregoing (the "Permitted Use").
- g. Notice and Payment Addresses
 - a. Landlord: SCFD9 Administration 3801 East Farwell Rd, Mead, WA 99021
 - b. Tenant: City of Spokane, 808 West Spokane Falls Blvd, Spokane, WA 99201**
- h. Leasehold Excise Tax. Because both parties hereto are municipal corporations exempt from property taxes, this Lease is not subject to the Leasehold Excise Tax established under RCW 82.29A.

2. PREMISES.

- a. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms specified in this Lease.
- b. Acceptance of Premises. Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the physical or structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had an adequate opportunity to investigate the Premises; acknowledges responsibility for making any

corrections, Designated Upgrades, and repairs to the Premises and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. Tenant Improvements. All tenant improvements to be completed by Tenant as set forth in Exhibit E hereto (the "Tenant's Work"), shall be the Tenant's responsibility for design, payment, and performance of all such work. Tenant shall be deemed to have accepted the Premises in their then condition. At the conclusion of the Lease, Tenant shall return the Premises to its use prior to the Lease or shall remove any Tenant Improvements unless the parties agree otherwise in writing.

3. TERM.

The term of this Lease shall commence on the Commencement Date specified in Section 1.

a. Early Possession. Tenant currently occupies a portion of the Premises. Such occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.

b. Delayed Possession. Tenant's obligations under this Lease arise regardless of Tenant delaying occupation of the entire Premises.

c. Early Termination (Recapture). Landlord may terminate this Lease and recapture the Premises prior to the termination date if the Premises become necessary for fire protection/EMS purposes in Landlord's reasonable discretion. Such termination shall be preceded by not less than five (5) months' prior written notice to Landlord to Tenant.

d. Option to Extend. With the approval of the Landlord, the Tenant may extend this Lease for an additional six-month period if Tenant notifies the Landlord in writing of its intent to exercise this option no later than 120 days prior to the Termination Date.

4. RENT.

a. Payment of Rent. Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on the Commencement Date and shall also pay any other additional payments due to Landlord ("Additional Rent"), including assessments when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. Late Charges; Default Interest. If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting

and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

c. **Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section 4.

5. SECURITY DEPOSIT. No security deposit is required under this Lease

6. USES. The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.

7. COMPLIANCE WITH LAWS. Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, as of the Commencement Date, to Landlord's knowledge, but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises because of the Permitted Use, and Tenant shall be responsible for making any changes or Designated Upgrades as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense.

8. ASSESSMENTS. Tenant shall within 60 days of notice from Landlord reimburse to Landlord the amount of all assessments levied against the Property that are attributable to Premises, calculated based on relative square footage of land. Tenant shall pay all assessments, liens and license fees levied, assessed or imposed by any authority having the direct or indirect power to assess or attached any such liens, related to or required by Tenant's use of the Premises. Tenant shall remain liable for any taxes or assessments on its personal property located on the Premises.

9. COMMON AREAS.

- a. The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.
- b. Use of the Common Areas. Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

10. DESIGNATED UPGRADES. Tenant may make alterations, additions, or improvements to the Premises, referred to as "Tenant Upgrades" only with the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Tenant Upgrades so long as such request includes the name of Tenant's contractors and reasonably detailed plans and specifications therefor. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Designated Upgrades in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Tenant Upgrades at the end of the Lease term unless

Landlord conditioned its consent on leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Such consent shall be given at the time the Landlord approves the Tenant Upgrade in writing. Tenant shall immediately repair any damage to the Premises caused by removal of Tenant Upgrades. Tenant may recover the reasonable cost of Tenant Upgrades remaining on the Premises upon written request of the Landlord, upon termination of the Lease.

Landlord anticipates making upgrades to the premises consisting of the parking lot, sidewalk/ADA, drainage and related safety/access upgrades identified in Exhibit D (collectively, "Premises Upgrades") Landlord shall be responsible for all aspects of the Premises Upgrades, subject to the terms and conditions set forth herein..

The Tenant shall remit to Landlord a lump sum payment of 12.62% of the aforementioned Premises Upgrades, no later than thirty (30) days after completion of those Premises Upgrades.

11. REPAIRS AND MAINTENANCE; SURRENDER. Tenant shall, at its sole expense, maintain the leased square footage of the Premises in good condition and promptly make all ordinary repairs and replacements necessary to keep the Premises safe and in good condition. The parties acknowledge that this agreement is a ground lease, and as such Landlord shall be responsible to maintain the premises in such a condition that enables Tenant to use of the space as set forth in this Lease, but has no obligation to make ordinary repairs or maintenance obligations required of Tenant. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as additional rent to Landlord together with Tenant's next installment of Base Rent. Landlord shall first provide Tenant with a written description of the deficiencies in the Tenant's obligations as to repairs and maintenance, so as to give Tenant no less than ten calendar days to correct any deficiencies. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

12. ACCESS AND RIGHT OF ENTRY. After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees, and contractors to enter the Premises at all reasonable times to make repairs, inspections, Premises Upgrades or improvements at Landlord's expense except when such repairs, inspections, Premise Upgrades or improvements are necessitated by Tenant's misuse of the Premises, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord or Tenant not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within

one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term; and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

13. DESTRUCTION OR CONDEMNATION.

a. **Damage and Repair.** Damage to the Premises or improvements thereon shall not relieve Tenant of the obligation to pay Rent except as provided below. If as a result of fire or other casualty the improvements on the Premises are rendered 50% unoccupiable then Tenant may, within thirty days of the date of fire or casualty, elect to terminate this Lease by sending written notice of such election to Landlord. Tenant shall be obligated to remove improvements as otherwise required under this Lease.

b. **Condemnation.** If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenable, then this Lease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

14. INSURANCE.

a. **Tenant's Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or

loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage. If the Term of this Lease is extended, at each extension the amount and type of coverage required herein shall be updated to then current industry standard coverages.

b. Tenant's Property Insurance. During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures, and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.

c. Miscellaneous. Tenant's insurance required under this Section shall be with companies rated A-VII or better in Best's Insurance Guide, and which are admitted in the State in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. Landlord's Insurance. Landlord shall not be required to carry any insurance under this Lease.

e. Waiver of Subrogation. Landlord and Tenant hereby release each other and any other tenant, their agents, or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

f. In the alternative to the insurance requirements above, Landlord shall accept Tenant's documentation that Tenant is self-insured with coverage through its excess insurance carriers, provided that Tenant's insurance shall be at or better than the limitations set forth above.

15. INDEMNIFICATION.

a. Indemnification by Tenant. Tenant shall defend, indemnify, and hold Landlord and its property manager (if any) harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.

b. Indemnification by Landlord. Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation. Neither party shall be deemed to be an agent of the other during the performance of this lease.

c. Waiver of Immunity. Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. Exemption of Landlord from Liability. Except to the extent of claims arising out of Landlord's negligence, wrongful act, omission or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or any other person in or about the Premises.

e. Survival. The provisions of this Section 15 shall survive expiration or termination of this Lease.

16. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which consent may be withheld in Landlord's sole discretion. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as

a waiver of the necessity for Landlord's consent to any subsequent Transfer. A "Transfer" shall not include a merger or consolidation by Tenant with another public agency. As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement or documents.

18. LIENS. Tenant shall not subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Designated Upgrades. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs, and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

19. DEFAULT. The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

a. Failure to Pay. Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

b. Vacation/Abandonment. Vacation by Tenant of the Premises (defined as an absence for at least sixty (60) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of ninety (90) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

c. Insolvency. Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

d. Levy or Execution. The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

e. Other Non-Monetary Defaults. The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

f. Failure to Take Possession. Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease. Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

20. REMEDIES. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

a. Termination of Lease. Landlord may terminate Tenant's interest under the Lease, as in the case in section 3.c, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1 %); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either, acknowledging a duty to mitigate damages pertaining to said expulsion or removal. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord,

in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, or any extension thereof.

d. Nonpayment of Additional Rent. All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. Failure to Remove Property. If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

21. NON-WAIVER. Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

22. HOLDOVER. If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return them to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover. The aforementioned increase in the rental rate shall not commence until 30 days after Tenant holds over.

23. NOTICES. All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile or email to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.

24. COSTS AND ATTORNEYS' FEES. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

25. TRANSFER OF LANDLORD'S INTEREST. This Lease shall not be assignable by Landlord without the consent of Tenant, which shall not be unreasonably condition or delayed. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for collateral purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee, although the transferee must expressly assuming all obligations of this Lease prior to such assignment.

26. LANDLORD'S LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings, and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding

only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

27. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

28. HAZARDOUS MATERIALS. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic, or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground

water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section 32 shall survive expiration or termination of this Lease. Tenant shall not be liable for Hazardous Materials determined to exist on the Premises prior to Tenant's use of the Premises.

29. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord subject to the terms of this Lease.

30. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

31. GENERAL.

a. Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

b. Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements

of this Lease shall not be altered, modified, or amended except in writing, signed by Landlord and Tenant.

d. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

g. Memorandum of Lease. Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

h. Submission of Lease Form Not an Offer. One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. No Light, Air or View Easement. Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. Authority of Parties. Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

k. Time. "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

l. Utilities/Building Maintenance. Landlord shall be responsible for maintenance and payment of all utilities including, but not limited to, electricity and heating and cooling. Landlord shall also be responsible for snow removal and landscaping/watering. Upon monthly invoice, Tenant shall pay its pro rata share of utilities based upon its proportionate share of the square footage used on the Property. By way of example only: If the monthly utilities cost \$1,000, and Tenant occupies 13% of the Property, Tenant shall remit \$130 in monthly utilities after invoice by the Landlord.

32. Conflicts. In the event of any conflict between the interlocal agreement executed and this Lease, the terms of this Lease shall control.

33. AGENCY DISCLOSURE. At the signing of this Lease, neither party is represented by a broker. Any agreement with any broker shall be set forth in a separate writing, pursuant to RCW 18.86.080 or any recodification thereof. This Lease shall not be construed to provide for compensation to any broker.

34. WARRANTIES. LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES; THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE; LANDLORD'S OR TENANT'S FINANCIAL STANDING; ZONING OR COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS; SERVICE OR CAPACITY OF UTILITIES; OPERATING COSTS; OR HAZARDOUS MATERIALS, ALTHOUGH LANDLORD MUST REPORT TO TENANT OF ALL KNOWN OR REASONABLY DISCOVERABLE DEFECTS OF THE PREMISES. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

35. EXHIBITS. The following exhibits are incorporated into this Lease as if fully set forth herein:

Exhibit A: Floor Plan Outline of the Premises

Exhibit B: Legal Description/Depiction of the Property and Site Areas

Exhibit C: Operating Cost Allocation/Percentages and Utility Metering

Exhibit D: Designated Upgrades (Scope/Schedule)

Exhibit E: Tenant's Work (Build-Out Scope)

Exhibit F: City Services

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD: SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 9

By: _____

Title: _____

Approved as to Form: _____ (Landlord's Attorney)

TENANT: THE CITY OF SPOKANE

By: _____

Title: _____

Approved as to Form: _____ (Tenant's Attorney)

[illegible]

Exhibit B: Legal Description/Depiction of the Property and Site Areas

3801 East Farwell, Mead Washington 99021

Spokane County Fire Protection District Administrative Offices

Exhibit C: Operating Cost Allocation/Percentages and Utility Metering

Rent will be assessed at \$1 per sq/ft per month rent for both tenants along with the percentage of M&O for the space allocated to each tenant: The interior space for the BUC/common areas total 3555.5 sq/ft. SPD/SFD's area is 12.62%, or 448.64 sq/ft of the BUC and common area space.

The City's rent will be \$448.64 per month. The City will be responsible for 12.62% of the M&O of the allocated space.

Exhibit D: Designated Upgrades (Scope/Schedule)

1. Parking Lot Upgrades (to be completed by 11/15/25)
2. Walkway Upgrades (to be completed by 11/1/25)
3. Building Security Upgrades (to be completed by 11/15/25)
4. Tree & Stump Removal for Parking Lot Upgrades (completed by 11/15/25)

Exhibit E: Tenant's Work (Build-Out Scope)

Exhibit F: City of Spokane Services

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/10/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 01/26/2026**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

AMY HARTE 625-4189

Requisition #

2026 FUNDS

Contact E-Mail

AHARTE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE BWILKERSON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

INTERLOCAL AGREEMENT FOR COSTS INCIDENT TO JURY MANAGEMENT

Agenda Wording

Interlocal agreement between Spokane Municipal Court, Spokane District Court, and Spokane Superior Court for costs incident to jury management services for January 1, 2026 through December 31, 2028.

Summary (Background)

The purpose of this Agreement is to set forth the understanding of the terms and conditions under which Superior Court will provide System services to Municipal Court. For the purpose of this Agreement, the System is described as summoning, qualifying, organizing, tracking, providing and compensating jury panels for Municipal Court. Through this agreement Municipal Court shall meet the responsibilities under RCW 39.34.180.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 36,000	
Current Year Cost		\$ 36,000	
Subsequent Year(s) Cost		\$ 36,000	
<u>Narrative</u>			
Amount		Budget Account	
Expense	\$ 36,000	#	0560-13100-12510-54261-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	HARTE, AMY	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	LOGAN, MARY		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Mary Kuney mkuney@spokanecounty.org		Josh Kerns Jkerns@spokanecounty.org	
Al French afrench@spokanecounty.org		Amber Waldref awaldref@spokanecounty.org	
Ginna Vasquez gvasquez@spokanecounty.org		Chris Jordan cjordan@spokanecounty.org	
Kristin O'Sullivan kosullivan@spokanecity.org		Ashley Callan acallan@spokanecounty.org	
Amy Harte aharte@spokanecity.org		Derrek Daniels ddaniels@spokanecity.org	

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT
TO JURY MANAGEMENT SERVICES IN THE CITY OF SPOKANE
(January 1, 2026-December 31, 2028)**

THIS AGREEMENT, made and entered into by and among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Blvd., Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County Superior Court**, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the “COURT,” jointly hereinafter referred to as the “PARTIES.”

W I T N E S S E T H:

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

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the COURT maintains a Jury Management System ("System"); and

WHEREAS, the CITY is desirous of using the COURT’S System for its Municipal Court; and

WHEREAS, in conjunction with the CITY’S use of the System, the CITY agrees to pay a percentage of the administrative costs for such System, to include (1) personnel, computer equipment/printer and supply costs; (2) printing and postage costs; (3) State Industrial Insurance costs; and (4) juror fees, mileage, bus and parking costs, and (5) indirect costs.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually 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 COURT will provide System services to the CITY. For the purpose of this Agreement, the System is described as summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY’S Municipal Court. The terminology CITY’S Municipal Court shall mean that Court used by the CITY to meet its responsibilities under RCW 39.34.180.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2026, and run through 11:59 P.M. December 31, 2028, unless one or all of the PARTIES give notice of termination as provided for in Section No. 5 and Section No. 10 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

The CITY shall pay the COUNTY the actual costs for its use of the System as outlined below.

- A. **Reimbursement.** Costs of the System shall be comprised of two components, namely (1) costs for each jury panel requested, and (2) administrative costs for management of the System.

(1) Costs for each jury panel requested.

Costs for each jury panel requested shall be the actual costs to include jury fee, mileage, and all other costs directly attributable to the specific jury requested. These costs shall be the responsibility of the CITY once a jury is requested regardless of whether it is ever empaneled.

(2) Administrative costs for management of the System.

Administrative costs of the System shall include all costs incurred by the COURT in operating/providing the System for any calendar year to include:

Item (a): court personnel, Information Technology Department personnel, computer equipment/printer and supply costs. Personnel costs will include (i) all cost of living (COLA) adjustments as authorized by the COUNTY for persons providing the System and/or (ii) salary increases,

Item (b): Printing and postage costs,

Item (c): State Industrial Insurance costs,

Item (d): Cost for bus passes for jurors summoned on CITY cases, and

Item (e): Indirect costs.

Any increase in any administrative costs will be reflected in the current year's costs.

The CITY'S share of the administrative costs under Item 2 (a) above will be calculated by taking the total costs for Item 2 (a) for any calendar year and dividing it by the total number of jury panels requested in Superior, District and Municipal Court by all users of the System. This will provide a per jury panel administrative costs for Item 2 (a). The CITY

will then pay this per jury administrative costs for Item 2 (a) for each jury panel it has requested.

The CITY'S share of the administrative costs under Item 2 (b) shall be determined by using the percentage of juror days served by Superior, District, and Municipal Courts in any calendar year. The CITY shall pay its proportionate share of such cost based on the number of juries requested.

The CITY'S share of the administrative costs under Item 2 (c) shall be determined by taking the per hour juror rate which the COURT pays for State Industrial Insurance and multiplying it by the total number of juror hours for persons who served as jurors for the CITY.

The CITY's share of the administrative costs under Item 2 (d) shall include the actual cost of bus passes for jurors summoned on CITY cases as well as the actual cost of parking on public lots within the Spokane County Courthouse complex for jurors called in to serve on CITY cases.

The CITY's share of the administrative costs under Item 2 (e) shall be determined by multiplying the indirect cost percentage calculated by the COUNTY Indirect Cost Plan by all other costs listed in this Agreement.

- B. **Payment.** The COUNTY will invoice the CITY for its actual use of the System on or before January 15, 2026 and successive years for the use of the System in the preceding year. Payment by the CITY will be due thirty (30) days after receipt of the COUNTY'S invoice. At the sole option of the COUNTY, a penalty may be assessed on any late payment by the CITY based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool. The CITY also agrees to pay juror fees and mileage on a monthly basis, parking costs on a monthly basis, state industrial insurance yearly along with administration costs. Indirect costs will be added to each monthly and annual billing.

SECTION NO. 4: SERVICES PROVIDED

The COUNTY, through the COURT, shall operate and provide the System to the CITY. The System is generally described as computer system maintenance, summoning, qualifying, organizing, tracking, providing and compensating jury panels for the CITY'S Municipal Court.

SECTION NO. 5: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

COUNTY: Spokane County Chief Executive Officer or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

COURT: Spokane Superior Court Presiding Judge
Spokane County Superior Court
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Spokane Municipal Court Presiding Judge
Spokane Municipal Court
1110 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 6: 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 one and the same.

SECTION NO. 7: ASSIGNMENT

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S/COURT'S intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY/COURT, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY/COURT, their officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in

proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY/COURT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY/COURT for any purpose.

SECTION NO. 10: MODIFICATION, WITHDRAWAL, NON-RENEWAL AND TERMINATION

This Agreement may be modified in writing by mutual agreement of the PARTIES.

Any Party may withdraw from this Agreement upon a minimum of ninety (90) days written notice to the other PARTIES of intent to withdraw. Any Party may terminate this Agreement upon a breach by the other Party, provided the Party seeking to terminate the Agreement shall provide at least 30 days written notice and an opportunity to cure by the breaching Party.

Upon withdrawal or termination, the CITY shall be obligated to pay for only those System services rendered prior to the date of withdrawal or termination.

The withdrawal of the CITY from this Agreement shall not impose a requirement on the COUNTY/COURT to provide for the funding or handling of System services for cases that are filed after the effective date of withdrawal.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

SECTION NO. 12: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance.

Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 13: SEVERABILITY

It is understood and agreed among 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 provision 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 to modify or conform to such statutory provision.

SECTION NO. 14: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16: AUDIT/RECORDS

The COUNTY AND COURT shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The COUNTY and COURT shall provide access to authorized CITY representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 17: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 18: 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. 19: 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. 20: THIRD PARTY BENEFICIARIES

This Agreement is intended for the benefit of the COURT, CITY and COUNTY and not for the benefit of any third parties.

SECTION NO. 21: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section No. 1 above.

B. DURATION

See Section No. 2 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES.

See provisions above.

E. AGREEMENT TO BE FILED.

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site.

F. FINANCING.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION.

See Section No. 10 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

SPOKANE COUNTY SUPERIOR COURT:

By: _____

Title: Presiding Judge_____

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

MARY L. KUNEY, CHAIR

JOSH KERNS, VICE-CHAIR

Ginna Vasquez
Clerk of the Board

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

DATED: _____

CITY OF SPOKANE MUNICIPAL COURT:

By: _____

Title: Presiding Judge_____

DATED: _____

CITY OF SPOKANE

Attest:

By: _____

Title: _____

City Clerk

Approved as to form:

Approved as to form:

Assistant City Attorney

Deputy Civil Prosecutor

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/26/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 01/12/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE RESTORING FIRE CODE FEE UPDATE INADVERTENTLY REMOVED

Agenda Wording

An ordinance restoring updates to the fire code fees inadvertently removed through the adoption of Ordinance C36702; amending Section 08.02.034 of the Spokane Municipal Code.

Summary (Background)

The Council unanimously adopted Ordinance C36695, relating to the fire code, on June 16th, 2025. The Council also unanimously adopted Ordinance C36702, simplifying the civil infraction system, on July 14th, 2026. The updates made to SMC 08.02.034 through Ordinance C36695 had not yet become effective as of the adoption of Ordinance C36702 and led to the updates made in Ordinance C36695 being inadvertently repealed with the adoption of Ordinance C36702. This ordinance restores the updates to SMC 08.02.034 inadvertently removed through Ordinance C36702

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

ORDINANCE NO. C - _____

An ordinance restoring updates to the fire code fees inadvertently removed through the adoption of Ordinance C36702; amending Section 08.02.034 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council unanimously adopted Ordinance C36695, relating to the fire code, on June 16th, 2025; and

WHEREAS, the Spokane City Council also unanimously adopted Ordinance C36702, simplifying the civil infraction system, on July 14th, 2026; and

WHEREAS, the updates made to SMC 08.02.034 through Ordinance C36695 had not yet become effective as of the adoption of Ordinance C36702 and therefore led the updates made in Ordinance C36695 to be inadvertently repealed with the adoption of Ordinance C36702; and

WHEREAS, this ordinance restores the updates to SMC 08.02.034 inadvertently removed through Ordinance C36702.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 08.02.034 to Chapter 08.02 of the Spokane Municipal Code to read as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty-eight dollars (\$728).
2. Installation of above-ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy-six dollars (\$276).
 - b. Five hundred gallons or more: four hundred fifty dollars (\$450).
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars (\$210).
4. Placement of tank temporarily out of service: two hundred ten dollars (\$210).

5. Alteration or repair of a tank: two hundred seventy-six dollars (\$276).

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT	PERMIT FEE	PLAN CHECK FEE
(Valuation)		
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2,047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290

\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows: Permit Fee: Valuation multiplied by 0.0165 Plan Check Fee: 65% of permit fee.		

2. Fees apply to an initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, it will be deemed invalid, and the applicant will need to begin a new submittal.
3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent (80%) of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars (\$105). The permit fee will be modified to the new total value when revisions increase the value of the work.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a Fire Department-registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars (\$38) for:
 - a. sprinkler systems,
 - b. standpipe systems (wet or dry),
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,
 - f. spray booths, and
2. Nineteen dollars (\$19) for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

1. The fee for conducting safety inspections is one hundred five dollars (\$105) per hour, with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Commercial ((Building)) and multi-family building inspections will be charged according to the total area for each building area per the table below:

Building Area (sq. ft.)		Fee
A	0 – 1,500	\$((44))
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	
F	10,001 – 12,500	\$202

G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	
K	30,001 – 40,000	\$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	\$512
Q	150,001 – ((200,000)) <u>250,000</u>	
R	((Over 200,000)) <u>250,001-500,000</u>	<u>\$673</u>
<u>S</u>	<u>Over 500,000</u>	<u>\$838</u>

* Effective January 1, 2026: Multifamily buildings are allowed to use the total combined area of the buildings in the contiguous complex for this table.

1. If a building has not received violations following two review cycles, the fee may be reduced by 15%.

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars (\$105) per incident. This applies to inspection requests beyond the allowable inspections associated with an

original permit. The reinspection fee will apply when an inspection is scheduled with the Spokane Fire Department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible, and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

G. Solar Photovoltaics

Solar photovoltaic permits shall be assessed at ~~((20% of the valuation set forth in SMC 08-02-034-B above))~~ an hourly rate of one hundred five dollars (\$105) for plan review and inspection.

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:** 12/01/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/26/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 01/12/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

PDILLON ZZAPPONE

Sponsoring at Administrators Request

YES

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ORDINANCE PROHIBITING THE SALE AND DISTRIBUTION OF KRATOM

Agenda Wording

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

Summary (Background)

Kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects. The U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of "serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)". The Washington Poison Center has seen a "vertical spike" in kratom-related calls, including more calls related to 7-hydroxymitragynine and children. Kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found at local gas stations, smoke shops, and convenience stores. This ordinance prohibits the sale and distribution of kratom products in the city of Spokane.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	MCDANIEL, ADAM		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

ORDINANCE NO. C - _____

An ordinance prohibiting the sale and distribution of kratom products in the city of Spokane; adopting a new Chapter 10.83 of the Spokane Municipal Code.

WHEREAS, kratom is a psychoactive plant containing alkaloids including mitragynine and 7-hydroxymitragynine (7-OH) at low levels that can have stimulant and opioid-like effects; and

WHEREAS, the U.S. Food and Drug Administration (FDA) has warned consumers not to use products containing 7-hydroxymitragynine because of the risk of “serious adverse events, including liver toxicity, seizures, and substance use disorder (SUD)”; and

WHEREAS, the University of Washington Addictions, Drug & Alcohol Institute reports 7-hydroxymitragynine (7-OH) as an emerging drug with a higher risk of overdose and use disorder than kratom; and

WHEREAS, the FDA reports kratom-related substance use disorder where individuals have cravings for kratom, use kratom for longer or more than intended, and experience withdrawal symptoms when kratom use is stopped; and

WHEREAS, the Washington Poison Center has seen a “vertical spike” in kratom-related calls, including more calls related to 7-hydroxymitragynine and children; and

WHEREAS, kratom products and synthetic products containing 7-hydroxymitragynine (7-OH) concentrate can be found online and at local gas stations, smoke shops, and convenience stores; and

WHEREAS, the sale and distribution of kratom products have been regulated or prohibited in many states and municipalities, but are not yet regulated in Washington state; and

WHEREAS, based on the public health data, prohibiting the sale and distribution of kratom products containing 7-hydroxymitragynine until regulated by the state or federal government may reduce the risk of accidental overdose, substance misuse, and long-term health impacts, and protect the public health, safety, and welfare of residents and visitors to Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1 . There is enacted a new chapter 10.83 to Title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.83 Sale or Distribution of Kratom Products Prohibited

10.83.010	Purpose and Intent
10.83.020	Definitions
10.83.030	Prohibition on Sale or Distribution of Kratom Products
10.83.040	Sunset Upon State or Federal Regulation

Section 10.83.010 Purpose and Intent

It is the purpose and intent of this ordinance to protect the public health and safety of Spokane residents by prohibiting the sale and distribution of kratom (*Mitragyna speciosa*) products to all individuals, including any products containing 7-hydroxymitragynine, mitragynine, or an extract, synthetic alkaloid, or synthetically derived compound.

Section 10.83.020 Definitions

Term	Definition
Distribute	Distribute means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.
Kratom Product	Kratom product means any kratom analogue, food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption which contains any part of the leaf of the plant <i>Mitragyna speciosa</i> or an extract, synthetic alkaloid, or synthetically derived compound of such plant and is manufactured as a powder, capsule, pill, beverage, or other edible form.
Kratom Retailer	Kratom retailer means any person that sells or distributes kratom products or that advertises, represents, or holds itself out as selling or maintaining kratom products within the city of Spokane.

Section 10.83.030 Prohibition on Sale or Distribution of Kratom Products

- A. A person shall not distribute, sell, or permit to be sold a kratom product to any person.
- B. Any person violating this section shall be guilty of a civil infraction and shall be subject to the escalating penalties and repeat offender provisions prescribed in [SMC 01.05.151](#).

- C. Any kratom retailer found guilty of violating this section may have its business license revoked or denied under the procedures prescribed in [SMC 08.01.321](#).

Section 10.83.040 Sunset Upon State or Federal Regulation

This chapter shall be effective until preempted by the State of Washington or the federal government.

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

The background of the slide is a solid blue color with a faint, stylized globe graphic. The globe shows the continents of North and South America in a lighter blue shade, with some white lines representing latitude and longitude. The globe is positioned in the upper right quadrant of the slide.

7-Hydroxymitragynine (7-OH):

An Assessment of the Scientific Data and
Toxicological Concerns Around
an Emerging Opioid Threat

7-Hydroxymitragynine (7-OH):

**An Assessment of the Scientific Data and
Toxicological Concerns Around
an Emerging Opioid Threat**

FDA Center for Drug Evaluation and Research

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EXECUTIVE SUMMARY

Recent reports indicate increased availability and marketing of 7-hydroxymitragynine (7-OH) in the U.S., raising public health concerns due to its pharmacology. This report provides an overview on the chemical, pharmacological, and epidemiological data on 7-OH. It focuses on the characterization of 7-OH-containing products in the marketplace, the evidence of increasing human exposures, and the extensive body of preclinical studies in the scientific literature that indicate the predominant mu opioid agonist pharmacology of 7-OH. These data sources indicate that 7-OH is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace.

7-OH is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves. However, 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine, as well as other classical opioids such as morphine. In vitro studies reveal 7-OH exhibits high binding affinity for mu-opioid receptors ($K_i = 7.2\text{--}70\text{ nM}$), with functional activity as a mu agonist. Animal behavioral studies demonstrate its rewarding effects from self-administration and conditioned place preference methods, consistent with its opioid properties. Critically, 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone.

Recently, there has been a concerning proliferation of concentrated 7-OH products that are sold over the counter and online. The enhanced amount of 7-OH in these products is likely synthetically derived through oxidate chemical conversion of mitragynine isolates or kratom extracts. Given the trace amounts of 7-OH that are naturally present in kratom, direct extraction of 7-OH from plant material would simply be unfeasible economically.

Surveillance data from multiple sources, including America's Poison Centers National Poison Data System (NPDS), Drug Enforcement Administration toxicology testing programs, and social media monitoring, suggest increasing human exposure to these concentrated 7-OH products. Clinical presentations include euphoria, sedation, respiratory depression, and opioid-like withdrawal syndromes, with users acknowledging its significant addiction potential.

The pharmacological profile, abuse liability, and emerging patterns of non-medical use establish 7-OH as a dangerous substance. Current regulatory gaps have enabled widespread availability of these products despite their opioid-like properties and necessitate immediate policy intervention to address this emerging threat to American public health.

INTRODUCTION

The Context for 7-OH Concerns

7-Hydroxymitragynine (7-OH) is a component of the plant kratom (*Mitragyna speciosa*), a tropical evergreen tree in the Rubiaceae family that grows in the wetlands of Southeast Asia (Brown et al., 2017). Kratom leaves contain over 50 alkaloids, with mitragynine and 7-OH being the primary psychoactive constituents (Warner et al., 2016). Its leaves, consumed as a tea or in dry leaf form, have been used for centuries in both medicinal and recreational settings, largely due to the properties of its alkaloids mitragynine and 7-OH. Typically, 7-OH occurs in botanical kratom in amounts no more than ~.01-.04 percent by dry weight (Heywood et al., 2024). Medicinally, kratom has been used to treat headaches, diarrhea, insomnia, anxiety, opioid use withdrawal, and more, while in recreational use cases, it has been associated with feelings of euphoria (Hill et al., 2025). Currently, there are no FDA-approved drugs containing kratom or kratom-derived drug substances such as 7-OH for any therapeutic indications.

Kratom products have grown in popularity since the mid-2000's; however, kratom, mitragynine, and 7-OH have faced regulatory scrutiny in the United States due to concerns about their safety and potential for abuse. None of these substances are lawful when added to conventional foods, as dietary supplements, or as ingredients in any FDA-approved drug, and yet, these substances are still sold in various markets. At the state level, some jurisdictions have implemented restrictions on their sale and use. Until now, 7-OH has not been the sole target of a regulatory response but has always been addressed alongside the kratom plant and mitragynine.

FDA issued its first import alert for kratom in 2012. At the time, kratom was being marketed in various forms for human consumption despite a lack of approved drug uses or established safety as a dietary ingredient. In the years since, additional import alerts have been issued by the Agency. The Drug Enforcement Administration (DEA) and the Department of Health and Human Services (HHS) had given consideration to kratom, as well as its constituents, mitragynine and 7-OH, to determine whether these substances should be recommended for control under the Controlled Substances Act (CSA). Those actions were ultimately suspended in 2018, with the Assistant Secretary for Health at that time stating that the science was incomplete, and the available data were not adequate to support a recommendation to control these substances under the CSA.

Contemporary Outlook

Given the concerning trends with 7-OH and other kratom-related products, FDA has now determined that a more comprehensive assessment of available scientific and medical data on 7-OH is warranted. Many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain “enhanced” or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate a stronger effect on users. Other products are explicitly advertised as 7-OH-containing products. One analysis of websites selling 7-OH products found that most (82.2 %) were formulated as chewable/sublingual tablets, shots, or gummies and marketed specifically as 7-OH only products (92%). The mean cost per recommended dose/serving was \$3.97 (Hill et al., 2025).

As described below, research has shown that 7-OH is a potent mu-opioid receptor agonist, demonstrating pharmacological characteristics that define classical opioids like morphine and fentanyl. Based on its opioid pharmacology, there is significant potential for abuse of 7-OH. In fact, in various preclinical studies it has demonstrated greater potency than classical opioids. For example, 7-OH produces respiratory depression with more than 3-fold greater potency than morphine. Since the substance's therapeutic and psychoactive effects are mediated through the same mu-opioid receptor pathways as classical opioids, it can be considered to have opioid properties warranting similar regulatory consideration (Hill et al., 2025; Obeng et al., 2021).

In this report, FDA presents its new assessment of the available scientific data and literature on 7-OH, as well as more recent law enforcement data and the rapidly evolving trends in kratom-related products. FDA still has concerns about the safety of kratom products more broadly and the unlawful marketing of them under several regulated product categories in the Federal Food, Drug, and Cosmetic Act. However, there is a recognized need for more immediate action to address 7-OH because it is a substance with potent mu opioid agonist properties and significant abuse liability.

ANALYSIS OF DATA ON 7-HYDROXYMITRAGYNINE (7-OH)

7-OH Sources and Products vs. Kratom

The alkaloid 7-hydroxymitragynine (7-OH) is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent, described as early as 1994, when it was reported to comprise about 1.6% of the total alkaloid content of kratom leaves (Ponglux et al., 1994). This early reported value is in agreement with more recent assessments that have consistently demonstrated 7-OH as comprising less than 2% of the total alkaloid content in natural kratom as noted below.

7-OH has the chemical structure shown in Figure 1. Its IUPAC name is methyl (E)-2-[(2S,3S,7aS,12bS)-3-ethyl-7a-hydroxy-8-methoxy-2,3,4,6,7,12b-hexahydro-1H-indolo[2,3-a]quinolizin-2-yl]-3-methoxyprop-2-enoate, and it has the molecular formula $C_{23}H_{30}N_2O_5$, with a molecular weight of 414.40 amu.

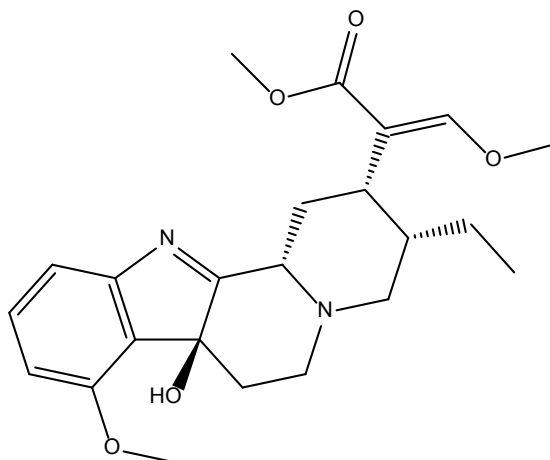


Figure 1. 7-Hydroxymitragynine Chemical Structure

Although details are not well-known, 7-OH is present in some products in amounts far exceeding its natural levels in the kratom plant. The 7-OH in these products is likely derived from the kratom plant. These 7-OH-enhanced products likely involve additional chemical synthetic steps by the producers of these products, converting the more abundant plant alkaloid mitragynine into 7-OH via chemical oxidation.

Data are available regarding 7-OH as a percentage of the total alkaloid content in kratom, and also as a percentage of dried botanical kratom leaf material and other kratom-derived products in the U.S. marketplace. One recent review reports 7-OH as comprising 2% of the total alkaloid content in kratom (Hossain et al., 2023) and this result can be extended to samples of kratom grown in the U.S. (Leon et al., 2009). In another analysis of 13 commercial products purported to contain kratom, the 7-OH content by weight ranged from 0.01-0.04% (Kikura-Hanajiri et al., 2009) a finding in agreement with others that have reported 7-OH to account for less than 0.05% by weight, substantially lower than reported mitragynine amounts (Kruegel et al., 2019). A more

recent study used ecological momentary assessment to evaluate the motivations and patterns of use of adult U.S. kratom consumers (Smith, Panlilio, Feldman, et al., 2024; Smith, Panlilio, Sharma, et al., 2024). As part of the study, subjects provided samples for quantitative testing of their own kratom products that they obtained and were self-administering. Across the 341 samples, the 7-OH content (expressed as a percentage by weight/weight or weight/volume, as indicated) ranged from below the limit of quantitation ($< 0.005\%$) to a maximum of 0.21% with a mean of 0.01% (Sharma et al., 2025). These data suggest 7-OH is present in botanical kratom (i.e., leaf) at relatively low or trace amounts and may be a postharvest oxidative derivative of mitragynine (Karanakaran et al., 2024).

Common forms of kratom sold online include powders, capsules, resin extracts, crushed leaves, and tablets, although loose powder and prepared capsules have been reported to be the most frequently used formulations (Garcia-Romeu et al., 2020; Smith, Panlilio, et al., 2024). While kratom use characteristics are complicated by the diversity of products in the marketplace, survey studies have reported on consumption patterns. Garcia-Romeu collected data from regular kratom users and found that most users reported using 1-3g (49%) or 4-6g (33.4%) of botanical kratom per consumption (Garcia-Romeu et al., 2020). In other survey studies, the self-reported average consumption of kratom powder was 4-5 g per serving with serving sizes ranging between 2.6- 7.5 g (Rogers et al., 2024; Smith et al., 2022). When quantifying the amount of mitragynine consumed through the use of kratom, individuals self-reported consuming an average of 31.3 mg of mitragynine/serving and a range of 78.3 – 134.6 mg of mitragynine per day (Sharma et al., 2025).

Mitragynine, as the most abundant alkaloid in kratom, accounts for about 66% of the *total alkaloid content* of kratom and less than 2% of dried leaf content *by weight*, although there are reports of regional and seasonal variability in the tree's alkaloid composition (Arndt et al., 2011; Leon et al., 2009; Sengnon et al., 2023). For example, Chear and colleagues collected fresh kratom leaves from different locations in Peninsular Malaysia and determined their alkaloid profiles. The mitragynine concentration ranged from 9.38 to 18.85 mg/g or 0.38% to 1.89% of dried leaf weight while the 7-OH concentration ranged from 0.05 to 0.15 mg/g or 0.005% to 0.015% (Chear et al., 2021).

Despite the low amounts of 7-OH in botanical kratom, there are reports of its more-enhanced presence in commercial kratom-related products (Grundmann et al., 2024), although some products have been identified in reports from nearly a decade ago. For example, Lydecker and colleagues tested eight commercially available kratom products for their alkaloid content(s). In seven of the eight products tested, they found levels of 7-OH to be 109-509% higher than expected, based on naturally occurring levels of 7-OH reported in the kratom plant (Lydecker et al., 2016). More recently, the Tampa Bay Times purchased twenty kratom-derived products from local stores. One of those products consisted of pressed pills and contained 15 mg/pill of 7-OH, an amount far greater than observed in any botanical kratom preparation to date (Ogozalek, 2023). In addition to the verified amounts of 7-OH in the products obtained by Lydecker et al. and the Tampa Bay Times, other products *labeled* and/or *purported* to have high levels of 7-OH appear to be readily available for purchase online.

In summary, the low amounts of 7-OH in natural botanical kratom products is well-established as a percentage of alkaloid content, as a percentage of dried kratom leaf material, and in products representing other dosage forms made from natural kratom and consistent with its natural

composition. However, there are also a concerning and increasing number of products being sold that have unexpectedly and unnaturally high levels of 7-OH. This poses a threat to public health that is more clearly understood based on the pharmacological properties and effects of 7-OH, discussed in the preclinical data section below, and also in the limited information available on known patterns of human use and resulting harms discussed below. These sections will present and discuss the evidence in the available data that establishes the mu opioid agonist pharmacology associated with 7-OH in particular.

Patterns of 7-OH Use, Human Exposures, and Law Enforcement Data

There are several sources of information to characterize the current patterns of 7-OH use and the resulting harms to individuals who knowingly or unknowingly are exposed to 7-OH at significant doses from 7-OH-enhanced products, as described in the subsections below.

National Drug Early Warning System (NDEWS)

The National Drug Early Warning System (NDEWS) provides real-time surveillance from sentinel sites across U.S. to detect early signals of potential drug epidemics using novel (e.g., street reporting, web monitoring) and traditional data sources (e.g., OD deaths, treatment admissions).

NDEWS analyzed Reddit posts mentioning 7-OH during January to September 2024 and found that posts increased over this time. These posts are broad and can vary in content but have included warnings from Reddit users about respiratory depression, potency, dependence and long-lasting withdrawal (NDEWS, 2024).

Social Media

A variety of social media outlets were assessed for mentions and/or discussions of 7-OH. Websites included:

- erowid.org - a member-supported organization providing access to information about psychoactive plants, chemicals, and related issues;
- bluelight.org - an international message board that educates the public about responsible drug use by promoting free discussion, advocating harm reduction, and attempting to eliminate misinformation;
- reddit.com - online forum that functions as a vast collection of user-driven communities, known as sub-Reddits, each centered around specific topics.

It is important to note that all considerations of these social media sources are, at best, anecdotal in considering the risks and abuse potential associated with 7-OH products. However, it is clear that there is fairly widespread understanding of the availability of products specifically targeting high levels of the substance 7-OH, distinct from kratom products generally. In analyzing these social media posts, some relevant themes have been identified and include mention of the following: euphoria and an opioid-like “buzz”/high as motivation for consuming 7-OH; availability of “candy-like” formulations which users acknowledge as having a risk of overconsumption to their own detriment; perceptions of therapeutic value of 7-OH in self-treating pain and anxiety; concerns over loss of access to these products if they were to be banned; acknowledgement that use of these products could lead to overdose and serious

outcomes including death; and acknowledgement that use could lead to addiction and has caused users to experience withdrawal symptomology much like that produced by other commonly abused opioids.

Drug Enforcement Administration Toxicology Testing Program (DEA TOX)

The Drug Enforcement Administration Toxicology Testing program (DEA TOX) conducts analyses of voluntarily submitted leftover or previously collected biological samples from drug overdose victims to identify novel psychoactive substances (NPS) and other drugs of abuse in subjects with fatal and nonfatal overdose. The DEA TOX database was queried for reports of mitragynine, 7-OH, or mitragynine pseudoindoxyl from 2019-2025. A total of 103 cases, some fatal and some non-fatal, were identified in this selected sample; this database does not include all overdose cases, and the number of samples voluntarily submitted for analysis may vary year to year based on unknown factors.

It is notable that the utility of the DEA TOX data is limited because it generally cannot be discerned whether deaths are related to mitragynine, 7-OH, or mitragynine pseudoindoxyl, or some combination thereof. In addition, although 7-OH and mitragynine pseudoindoxyl are not typically found in appreciable amounts in fresh kratom leaves (Hill et al., 2025), both are metabolites of mitragynine, complicating forensic assessments of causality (Kamble et al., 2020). These are significant limitations in making inferences from these data; however, the number of fatal overdose cases in which one or more of these substances were detected for 2023 to 2025 are approximately three-fold higher than for the years 2019 through 2022, coinciding with the more recent entry of more-concerning kratom-related products in the marketplace, such as 7-OH.

Human Exposures in Pharmacokinetic Studies

Pharmacokinetic (PK) data for 7-OH are sparse, as to our knowledge, no clinical studies have been performed using isolated or purified 7-OH. Nonetheless, there are 7-OH PK data derived from a small number of studies using botanical kratom. Most available clinical PK data for 7-OH are variable, which may be for several reasons such as genetic differences in kratom plants, different formulations (e.g., teas, capsules, etc.), and methods of analysis. Much of the data is also from non-controlled studies making it difficult to interpret the results. Huestis and colleagues conducted a randomized, between-subject, double-blind, placebo-controlled dose escalation study of 500-4000 mg encapsulated dried kratom leaf powder corresponding to mitragynine doses of 6.65-53.2 mg. Twelve subjects enrolled in the study (n=12). Blood plasma levels of mitragynine and 7-OH were assessed after a single dose, and then again after 15 days of continuous dosing. According to the study authors, peak plasma levels of 7-OH (i.e., C_{max} values) and exposure (i.e., area under the curve, (AUC)) were lower than mitragynine but increased in a dose proportional manner and ranged from 3.6 to 22.7 ng/mL while the time to peak plasma levels (i.e., T_{max} values) ranged from 1.2 – 1.8 h. The half-life of 7-OH increased with increasing dose and ranged from a mean of 1.7 to 4.7 hours. During the multiple dose phase of the study, 7-OH steady state was reached in about 7 days (Huestis et al., 2024).

In another study examining the PK properties of 7-OH, sixteen healthy subjects (n=16) received kratom tea containing 23.6 mg of mitragynine. Subjects were administered tea in two sessions: once with tea alone, and in a second session following pretreatment with itraconazole, a

CYP3A4 inhibitor. The 7-OH C_{\max} was 12.81 ± 3.39 ng/mL which occurred 1.7 h after administration (T_{\max}). In the second session after pretreatment with itraconazole (200 mg), the C_{\max} decreased 56% with a concomitant 43% decrease in AUC. These data describe the PK of 7-OH and demonstrate that the metabolism of mitragynine to 7-OH is heavily dependent on CYP3A4 (Mongar et al., 2024).

Tanna et. al., assessed the PK of a single orally administered dose of kratom (2 g), in the form of a tea, to healthy adult subjects ($n = 5$ completers). According to the authors, there were only trace amounts of 7-OH ($< \text{LOQ}$) in the starting product, therefore, the assumption was made that 7-OH was generated from the metabolism of mitragynine *in vivo*. The authors identified a PK difference between enantiomers of kratom alkaloids in either the 3S or 3R configuration. 7-OH has a 3S configuration which, according to the authors, leads to a shorter T_{\max} , lower exposure (AUC), longer terminal half-life, and a higher volume of distribution during the terminal phase compared to the 3R alkaloids. Measured 7-OH in plasma samples demonstrated that 7-OH had a $C_{\max} = 16.1$ nM, $T_{\max} = 1$ h, half-life = 5.67h, and an $\text{AUC}_{0-120\text{h}} = 103\text{nM} \times \text{h}$. (Tanna et al., 2022).

Epidemiological Data Sources

Limitations with the Epidemiological Data Sources

Because 7-OH appears to be a novel, emerging public health threat, the ability of public health surveillance systems to monitor 7-OH specific risks may be limited. For example, large national surveys such as the National Survey on Drug Use and Health include questions about use of kratom, but not 7-OH. Additionally, there may be a lack of awareness among consumers of kratom-related products that they are obtaining 7-OH enhanced products, and thus use of 7-OH would likely be underreported in data collected using self-report. Many forensic laboratories test for mitragynine as a marker of kratom use. In these cases, 7-OH overdose cases and fatalities may incorrectly be classified as kratom and/or mitragynine-related (Smith, Boyer, et al., 2024). Furthermore, toxicology reports documenting presence of 7-OH are difficult to interpret, because 7-OH is a known metabolite of mitragynine in humans. All of these issues complicate the real-world assessment of risks associated with use of 7-OH containing products as distinct from risks associated with kratom and other mitragynine-containing products.

FDA's Adverse Event Reporting System

Although FDA's Adverse Event Reporting System (FAERS) has documented cases reporting adverse events (13 cases, including 2 deaths) suspected to involve 7-OH, ambiguity about the contributory role of 7-OH from uncharacterized products or concomitant medications and underlying disease limits interpretation. Therefore, we do not include further analysis of these FAERS cases here.

America's Poison Centers, National Poison Data System

National Poison Data System (NPDS) receives near real-time data from the nation's poison centers (PC), providing information and assistance to callers on exposures to prescription drugs, over-the-counter medications, unapproved products, and other substances. PC healthcare professionals systematically follow up on exposure cases to document medical and clinical effects. Quality control measures are used to ensure data accuracy and completeness. Notably, 7-OH specific NPDS codes were only recently added (Feb-May 2025), and therefore the NPDS reporting period is limited to 2/1/2025-4/30/2025. As shown below, there were a total of 53 exposure cases involving 7-OH during this time period, the majority of which involved abuse-related reasons for use (i.e., "intentional abuse"). Most single-substance 7-OH exposure cases resulted in minor or moderate clinical outcomes, with several documented cases having major clinical outcomes.

**Table 1. National Poison Data System Closed Human Exposure Cases*,
2/1/2025-4/30/2025**

	Number of exposure cases**	Number of abuse cases**	Single substance exposure cases	Single substance abuse cases
Total cases involving 7-OH	53	24	37	16
Reason				
Adverse drug reaction	4		2	
Intentional- abuse	24		16	
Intentional- misuse	4		3	
Intentional - Suspected suicide	2		0	
Other – Withdrawal	8		6	
Unintentional – general	4		4	
Unintentional- misuse	1		1	
Unintentional therapeutic error	4		3	
Unknown reason	2		2	
Related clinical outcomes				
Minor			6	3
Moderate			13	6
Major			3	1
Not followed, minimal clinical effects possible			5	3
Unable to follow, judged as potentially toxic exposure			1	0
Age				
<18 years	6	1	5	0
≥ 18 years	46	23	32	16
Unknown age	1	0	0	0

*Excludes cases classified as 'confirmed non-exposure'

**Cases may involve other substances, besides 7-OH

Related clinical outcomes include cases with clinical effects deemed "related" to exposure based on timing, severity, and assessment of clinical effects by Poison Center Specialists. Definitions available from America's Poison Centers: NPDS Full Report 2023. Page 235.

Note: This analysis used the case listing data in NPDS to identify and characterize cases documented as involving 7-OH. As of July 2025, an in-depth review NPDS case narrative data was ongoing; this further review may yield different numbers from those presented here.

Summary of Epidemiological Data and 7-OH Concerns

Available surveillance data indicate that abuse of 7-OH is occurring and is associated with serious harms; however, as noted previously, it is difficult to quantify the public health burden because surveillance systems do not provide estimates for the prevalence of 7-OH use and are only beginning to track the specific involvement of 7-OH enhanced products in exposure cases and overdoses. The current epidemiologic data on 7-OH exposures often lack sufficient detail to distinguish with confidence involvement of botanical kratom products from 7-OH enhanced products.

Preclinical Data Characterizing 7-OH Pharmacology

Although there are limited data from human studies to characterize effects of 7-OH in humans, as noted above, there is a large body of in vitro and animal studies that provide extensive evidence of 7-OH as a potent mu opioid agonist, as described in below subsections.

In Vitro Data

Receptor Binding Studies

7-OH has been shown to have affinity and activity at mu opioid receptors. In a study using human embryonic kidney (HEK) cells with cloned, human opioid receptors, 7-OH demonstrated high affinity for the mu opioid receptor ($K_i = 47 \text{ nM}$) relative to kappa ($K_i = 188 \text{ nM}$) and delta opioid receptors ($K_i = 219 \text{ nM}$) (Kruegel et al., 2016). In a second study using HEK 293 cells expressing human mu and other opioid receptors, 7-OH demonstrated high affinity for mu opioid receptors ($K_i = 16 \pm 1 \text{ nM}$) and its affinity was greater than mitragynine ($K_i = 238 \pm 28 \text{ nM}$) and lower than morphine ($K_i = 1.50 \pm 0.04 \text{ nM}$) (Todd et al., 2020). Using an in vitro radioligand binding assay with CHO cells expressing murine-derived opioid receptors, 7-OH demonstrated relatively high affinity for mu-opioid receptors ($K_i = 37 \pm 4 \text{ nM}$), relative to mitragynine ($K_i = 230 \pm 47 \text{ nM}$), although its affinity was lower than morphine ($K_i = 4.6 \pm 1.8 \text{ nM}$) (Varadi et al., 2016). Other studies conducted using whole brain homogenates of guinea pig brain tissue have also demonstrated that 7-OH has high affinity at mu opioid receptors ($K_i = 8.0 \text{ nM}$) relative to kappa ($K_i = 6.7 \text{ nM}$) and delta opioid receptors ($K_i = 6.8 \text{ nM}$) (Matsumoto et al., 2004). Obeng and colleagues evaluated the binding affinity of 7-OH using human recombinant HEK 293 cells expressing mu opioid receptors. Their results are in agreement with the data presented above where the authors found that 7-OH binds with high affinity ($K_i = 7.2 \text{ nM}$) to mu opioid receptors relative to delta ($K_i = 236 \text{ nM}$) and kappa ($K_i = 74.1 \text{ nM}$) receptor subtypes (Obeng et al., 2020). A number of additional binding studies are in keeping with the data described above, demonstrating the affinity of 7-OH for mu opioid receptors across a variety of binding assays (Chakraborty et al., 2021; Matsumoto et al., 2008; Obeng et al., 2021; Takayama et al., 2002).

The results of the receptor binding studies with 7-OH are in keeping with *in silico* receptor binding models that suggest 7-OH has high affinity for the mu opioid receptor. The *in silico* modeling results were subsequently confirmed with a radioligand binding assay where 7-OH demonstrated high affinity for cloned, human mu opioid receptors ($K_i = 70 \text{ nM}$). (Ellis et al.,

2020). Collectively, the available receptor binding data demonstrate the affinity and binding of 7-OH to mu opioid receptors.

Functional Studies

Many of the studies referenced above performed additional assessments of 7-OH to determine its functional activity after binding (i.e., agonist or antagonist effects). These studies have consistently demonstrated that 7-OH produces mu-opioid agonist effects. For example, Kruegel and colleagues examined the functional activity of 7-OH and mitragynine in HEK cells expressing opioid receptors using a bioluminescence resonance energy transfer (BRET) assay. Both mitragynine and 7-OH functioned as partial agonists, producing Emax values of 34% and 47% respectively and EC₅₀ values of 339 ± 178 nM and 34.5 ± 4.5 nM (Kruegel et al., 2016). Activation of the mu opioid receptor pathway was also investigated using forskolin-stimulated cyclic adenosine monophosphate (cAMP) accumulation in Chinese Hamster Ovary (CHO) cells expressing mu opioid receptors. In this assay, 7-OH produced a maximal activation (Emax) of 85.9%, a value similar to that produced by the positive control comparators DAMGO (86.2%) and morphine (86.9%). These data suggest 7-OH acts a full mu opioid agonist (Todd et al., 2020). Similarly, Matsumoto and colleagues concluded that 7-OH was “found to have an opioid agonist property on μ- and/or κ-opioid receptors” based on its ability to inhibit contraction of isolated guinea pig ileum. In this assay, 7-OH displayed approximately 13-fold greater potency than morphine and 46-fold greater potency than mitragynine. The inhibition was reversed by naloxone, suggesting the effects are mediated via mu opioid receptors (Matsumoto et al., 2004). Other functional assays produced results that are aligned with Matsumoto and colleagues. For example, using a cAMP mobilization assay as a measure of functional effects, 7-OH acted as a full agonist with an EC₅₀ of 7.6 nM, and was more potent than mitragynine (EC₅₀ 307.5 nM) (Obeng et al., 2020). Likewise, when evaluating the agonist activity of 7-OH in an electrically stimulated guinea pig ileum, 7-OH acted as a full agonist and was more potent than morphine (Takayama et al., 2002). Finally, using a [³⁵S] GTPγS functional assay, 7-OH produced an Emax of 77% with an EC₅₀ of 53.4 nM, further demonstrating its agonist effects (Varadi et al., 2016).

Animal Data on Behavioral and Physiological Effects

Conditioned Place Preference

Conditioned place preference (CPP) is a commonly utilized animal model to study the rewarding effects of drugs. In this paradigm, an animal is conditioned to associate a particular environment with a drug treatment, and an alternative environment with a non-drug condition. After repeated sessions, the animal is then observed under non-drug conditions to determine which environment the animal prefers. CPP is established if the animal spends more time in the drug-paired compartment vs. the vehicle-paired compartment (Mombelli, 2022; Prus et al., 2009). Many drugs of abuse produce CPP, though notably, it is not a direct measure of reinforcing effects.

Using the CPP paradigm, several studies have demonstrated the ability of 7-OH to produce rewarding effects and that it does so more potently than morphine. Gutridge and colleagues employed C57BL/6 mice and demonstrated the development of CPP after 3 mg/kg 7-OH. CPP was observed after both doses although 7-OH required more sessions (4 sessions) whereas morphine (6 mg/kg) was able to establish CPP in two sessions (Gutridge et al., 2020). Similarly,

other studies have demonstrated the ability of 7-OH (2 mg/kg) to produce CPP, and that it does so with greater potency than morphine (Matsumoto et al., 2008).

Drug Discrimination

Drug discrimination is an experimental method in which animals identify whether a test drug produces interoceptive effects similar to those produced by a drug to which the animals are trained to differentiate from placebo, and which has known pharmacological properties. If the known drug is one with abuse potential, drug discrimination methods can be used to predict if a test drug will have abuse potential in humans (Balster & Bigelow, 2003; Solinas et al., 2006).

For abuse assessment purposes, an animal is trained to press one bar when it receives a known drug of abuse (the training drug) and another bar when it receives placebo. A challenge session with the test drug determines which of the two bars the animal presses more often as an indicator of whether the test drug is more like the known drug of abuse or more like placebo. A test drug is said to have “full generalization” to the training drug when the test drug produces bar pressing >80% on the bar associated with the training drug (Ator & Griffiths, 2003; Swedberg, 2016; Walker, 2018; Young, 2009). A test drug that generalizes to a known drug of abuse will likely be abused by humans (Balster and Bigelow, 2003).

Male Sprague Dawley rats were trained to discriminate morphine (5.0 mg/kg i.p.) from saline using a 30 min pretreatment time and FR10 schedule of reinforcement. After successful training, substitution tests with 7-OH (0.3, 1.0 and 3.0 mg/kg) were performed. The highest dose of 7-OH (3.0 mg/kg) produced complete substitution for the morphine stimulus cue. Moreover, pretreatment with naloxone significantly reversed the 7-OH substitution and resulted in saline-like responding. Notably, in this study, 7-OH was more potent than morphine (Harun et al., 2015).

In a second study, the discriminative stimulus effects of 7-OH were examined in separate groups of rats trained to discriminate either morphine (3.2 mg/kg i.p., 15 min pretreatment) or mitragynine (32 mg/kg i.p., 30 min pretreatment) from saline. After successful acquisition of discrimination training 7-OH was administered in substitution tests. 7-OH was administered i.p., with a 15 min pretreatment time in a dose range of 0.1-17.8 mg/kg. In the morphine-trained rats, 7-OH produced complete substitution at doses above 0.56 mg/kg, with the 1.0 mg/kg dose producing 100% drug-lever-appropriate responding and a resultant ED₅₀ of 0.28 mg/kg. Notably, the dose-response curve was shifted to the left, demonstrating an increased potency of 7-OH relative to morphine. In addition, pretreatment with 0.032 mg/kg naltrexone shifted the dose-response curve to the right suggesting substitution was mediated via mu-opioid receptors (Obeng et al., 2021). Taken together, the drug discrimination data demonstrate the ability of 7-OH to substitute and mimic the stimulus effects of morphine, and that 7-OH is more potent in doing so. These data are a strong indication that 7-OH produces subjective effects in humans that are similar to opioids, along with an associated abuse potential.

Self-Administration

Self-administration is a method that assesses whether a drug produces reinforcing effects that increase the likelihood of behavioral responses in order to obtain additional drug (i.e., whether an animal will press a lever for a drug injection). Drugs that are self-administered by animals are

likely to produce rewarding effects in humans, which is indicative of abuse potential. Generally, a good correlation exists between those drugs that are self-administered by animals and those that are abused by humans (Balster & Bigelow, 2003; Brady et al., 1987; Johanson & Schuster, 1981; Panlilio & Goldberg, 2007). It is notable that self-administration is a behavior that is produced by drugs that have been placed into every schedule of the CSA. Additionally, rates of self-administration for a particular drug will go up or down if the available drug dose or the work requirement (bar pressing for drug) is altered. Positive results from a self-administration study provide an abuse potential signal, suggesting that a drug has rewarding properties, but not necessarily that it produces more rewarding effects than another drug in humans.

7-OH produces reinforcing effects and is self-administered by rodents. In the study, rodents were trained to self-administer morphine (100 µg/infusion) and faded to 50 µg/infusion once stable responding was achieved. Thereafter, extinction sessions were performed to confirm acquisition of the self-administration training prior to substitution tests. Substitution tests were performed with 7-OH doses of 2.5, 5, 10 and 20 µg/infusion. In the substitution tests, 7-OH produced an inverted U-shaped curve and the number of infusions for 5 and 10 µg/infusion of 7-OH were significantly greater than vehicle, demonstrating the reinforcing effects of 7-OH (Hemby et al., 2019).

The self-administration of 7-OH was blocked by both a mu opioid antagonist (naloxonazine) and a delta opioid antagonist (naltrindole), suggesting its reinforcing effects are mediated via opioid receptors. In addition, peak morphine self-administration occurred at 50 µg/infusion while peak 7-OH infusions occurred at 5 µg/infusion, demonstrating a substantially increased potency of 7-OH relative to morphine.

There are some pharmacokinetic (PK) data available from animal studies involving the administration of isolated, i.e., single entity, 7-OH. Following a single oral dose (1 mg/kg 7-OH) to beagle dogs, absorption was rapid, with a peak plasma concentration (i.e., C_{max}) of 56 ± 1.6 ng/mL 15 minutes post-dose. The elimination half-life was slower, producing a mean of 3.6 ± 0.5 h. No AEs were observed, and no abnormal laboratory findings were reported (Maxwell et al., 2021). In adult male and female mice, the PK parameters of 7-OH were investigated after a single oral dose of 50 mg/kg 7-OH. The tissue distribution of 7-OH was observed in descending order: liver > kidney > spleen > lung > brain. Plasma C_{max} values were 0.6 and 0.9 µg/mL in males and females with a T_{max} value of 0.5 hr. Area under the curve (AUC) values over 48 hours (AUC_{0-48 hr} µg/mL) were 1.4 and 2.9 in male and female mice (Berthold et al., 2022).

Antinociceptive Effects

The antinociceptive effects of 7-OH were investigated in mice using the tail flick and hot plate tests. These tests are commonly used to examine pain and analgesic effects in rodents (D'Amour & Smith, 1941). In these tests, rodents are subject to a heat stimulus and timed for the duration it takes to move their tail (i.e., tail flick) or produce a response such as jumping, licking, or shaking of limbs (i.e., hot plate).

In the tail flick test, subcutaneous administration of 7-OH (2.5 – 10 mg/kg) produced both time and dose-related antinociceptive effects. Notably, the dose-effect curve for 7-OH was shifted to the left, indicating a greater potency than the positive control comparator, morphine. Similar results were observed in the hot plate test, and when morphine and 7-OH were administered

orally. Naloxone (2 mg/kg s.c.) inhibited the effects of 7-OH and morphine in both tests (Matsumoto et al., 2004; Matsumoto et al., 2008). Concurrent results were observed by Obeng and colleagues using the hot plate test. In their study, 7-OH (0.0032 – 3.2 mg/kg, i.v.) produced maximum antinociceptive effects and was more potent morphine but less potent than fentanyl when administered intravenously. Likewise, naltrexone (0.1 mg/kg) reversed the antinociceptive effects of 7-OH suggesting the antinociception was mediated via mu opioid receptors (Obeng et al., 2020).

Respiratory Depression

A major risk of opioid exposure and cause of opioid-induced death is respiratory depression (Baldo & Rose, 2022; Bateman et al., 2023). To examine the respiratory effects of 7-OH in rodents, whole body plethysmography was used in freely moving, awake rats. Both morphine (10 and 32 mg/kg, i.v.) and 7-OH (1, 3.2, and 10 mg/kg, i.v.) induced significant respiratory depression as assessed by minute volume, tidal volume, and breathing frequency. The mu-opioid agonist naloxone (1.0 mg/kg i.v.) reversed these effects, a finding consistent with the mu opioid effects of 7-OH (Zuarth Gonzalez et al., 2025). These data highlight a potential risk factor of 7-OH exposure and suggest 7-OH may expose individuals to similar risks as classic opioids, including respiratory depression.

Physical Dependence and Withdrawal

It is well-established that chronic administration of opioids leads to the development of tolerance and physical dependence that may culminate into a withdrawal syndrome. In parallel with some of the hot plate tests described above, the ability of 7-OH to produce physical dependence and withdrawal was examined. Mice were treated with subcutaneous 7-OH (10 mg/kg b.i.d.) or morphine (10 mg/kg b.i.d.) for five days. Tolerance was assessed as a reduction of analgesia in the hot plate test. After five days of treatment, both morphine and 7-OH showed a decreased analgesic response on the hot plate test, demonstrating the development of tolerance. In addition, cross-tolerance was also observed between morphine and 7-OH suggesting a similar mechanism of action between the drugs. Finally, after five days of escalating doses of 7-OH and morphine (8-45 mg/kg b.i.d.) the development of withdrawal was assessed with a 3 mg/kg s.c., dose of naloxone injected two hours after 7-OH administration. Both morphine and 7-OH treatment produced signs of withdrawal such as jumping, rearing, urination, ptosis, forepaw tremor, and diarrhea (Matsumoto et al., 2005).

Summary of Preclinical Data

From the studies described above, 7-OH has high affinity for mu opioid receptors and functional activity as an agonist at these receptors. Consistent with this pharmacological activity, 7-OH is self-administered by animals, substitutes for morphine in drug discrimination studies, produces antinociception, and physical dependence leading to withdrawal when administered to rodents. Moreover, 7-OH has consistently demonstrated an increased potency relative to morphine in preclinical rodent studies. These observations suggest 7-OH has pharmacological properties representative of a full mu opioid agonist and an associated high potential for abuse.

CONCLUSIONS

The data described in this report indicate that 7-OH has a significant potential for abuse and associated harms. Conclusively, 7-OH has high affinity and agonist activity at mu opioid receptors. Consistent with this pharmacological mechanism of action, 7-OH demonstrates rewarding effects in that it is self-administered by animals and also produces conditioned place preference, two well-established animal behavioral models measuring rewarding effects as a predictor of abuse potential in humans. In animal drug discrimination studies, 7-OH substitutes for morphine with full generalization. 7-OH is also demonstrated to produce antinociception consistent with opioid pharmacology, and to produce physical dependence when administered to rodents, as evidenced by a classic set of withdrawal signs associated with opioid withdrawal upon discontinuation of opioid administration. Moreover, 7-OH in all above models has consistently demonstrated an increased potency relative to morphine.

Due to the fact that 7-OH is both a metabolite of mitragynine and naturally present in low amounts in botanical kratom, using toxicology results to identify 7-OH as a primary or sole contributor in human exposures is challenging. There is also a need for improved clinical awareness and population surveillance to better characterize patterns of 7-OH use, the products that people are obtaining, and individual treatment needs following 7-OH exposure. Additionally, questions on 7-OH are not generally included in national surveys, and other data sources that rely on self-reported use of 7-OH likely underestimate the number of 7-OH exposure cases, as individuals may be unaware of the distinction from kratom products. Nonetheless, since specific codes were added earlier this year to document 7-OH exposure cases, U.S. poison centers have identified multiple single-substance cases of 7-OH exposure resulting in serious adverse clinical outcomes. Also, although anecdotal, social media and online forums indicate growing awareness and use of 7-OH, and many testimonials of the negative opioid-mediated effects users have experienced, including 7-OH dependence, associated withdrawal syndrome, and addiction.

In the current marketplace in the U.S., 7-OH is increasingly being marketed over-the-counter and online, in concentrated forms or sufficient doses to cause harms to those individuals engaging, knowingly or unknowingly, in use of 7-OH. Based on demonstrated pharmacology, repeated or prolonged use of 7-OH would lead to tolerance, physical dependence, and potentially to opioid addiction—typical of mu opioid agonist drugs of abuse. This public health threat is troubling and requires immediate and impactful policies to educate consumers and take regulatory action that limits access to 7-OH containing products.

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Kratom & 7-OH: What do we know about use, safety, and overdose risk?



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Key Points

- Kratom is a plant from Southeast Asia. Two of its primary psychoactive components are mitragynine and 7-hydroxymitragynine (7-OH). These compounds have opioid-like properties.
- Data and reports suggest kratom use is relatively low in Washington State among those seeking substance use disorder treatment, with some cases of kratom physical dependence and use disorder.
- Kratom offers potential benefits to relieve pain, improve mood, ease opioid withdrawal, and manage symptoms of other substance use disorders, but its effects and safety profile are not fully understood.
- The most commonly reported side effects of kratom are typically mild, but it can also cause serious health issues like respiratory depression, seizures, liver toxicity, and arrhythmias.
- The number of overdose deaths involving kratom in WA State has increased but remain low. Most of these deaths involve other substances as well.
- 7-OH is present at low levels (about 2%) in kratom, however 7-OH is increasingly sold as a stand-alone and more potent product. Concerns about 7-OH's health impacts were expressed by the FDA on July 29, 2025.
 - Preliminary data indicate that 7-OH is much stronger than kratom and can cause severe respiratory depression leading to overdose, which *can* be reversed with naloxone.
 - Opioid use disorder involving 7-OH has been reported by WA State substance use treatment providers and has been successfully treated with buprenorphine.
 - Data on morbidity and mortality associated with 7-OH is very limited; however, treatment providers and the Washington Poison Center report increases in 2025.
- Kratom and kratom-related products such as 7-OH have not been approved by the Food and Drug Administration. More research is needed to evaluate their safety and efficacy and potential consumers should be cautious.
- Contact the Washington Poison Center or WA State Recovery Help Line for additional information and support.

Introduction

Kratom is a psychoactive substance made from the leaves of the *Mitragyna speciosa* tree, native to Southeast Asia. Use and impacts of kratom are not well understood. Advertisements at gas stations are common, and there are occasional media reports of its involvement in deaths, leading to questions like: *What is kratom? Why do people use it? Is it dangerous? Can you be addicted to kratom?* We answer these common questions below.

Background

Kratom is reported to be used, and sometimes advertised, for its potential to relieve pain, increase energy, improve mood, and alleviate opioid withdrawal (opioids include substances such as morphine, oxycodone, heroin, and fentanyl). Kratom's components tend to produce stimulant-like effects at lower doses and depressant effects at higher doses.¹ The primary compounds in kratom, mitragynine and 7-hydroxymitragynine (7-OH), partially activate opioid receptors to relieve pain and induce mild euphoria. These compounds act on several neurotransmitter systems, suggesting potential antidepressant, anxiety-relieving, and antipsychotic effects.¹

While there are potential therapeutic benefits of kratom, there are also safety concerns. More research is needed to better understand kratom's effects, which may vary greatly depending on the amount taken, how it's processed, and varying quality and consistency of products.² Kratom is typically sold as dried leaves, commonly brewed into tea, or in capsules. It is more recently available as extracts or edibles, which may be considerably more potent.² The use of 7-OH as an isolated compound, typically available in tablet and liquid forms, has increased, and users report that it is much stronger than kratom. The FDA reports that 7-OH binds to opioid receptors three times stronger than morphine, indicating it has strong opioid effects.³ High potency kratom products and polysubstance use including kratom has been linked to deaths.

Kratom and 7-OH are not currently federally scheduled, meaning they are not illegal nor is a prescription required, but kratom has been banned in some states and local municipalities. These products are widely available and commonly sold online, at smoke shops, at gas stations, and in some bars. The Food and Drug Administration (FDA) has not fully evaluated or approved kratom or any kratom-related products and warns against their use.⁴

Common questions about kratom

How common is kratom use?

The number of people using kratom in the United States is difficult to determine. National surveys likely underestimate its use, with studies suggesting that 1-6 million Americans have tried kratom at some point. The American Kratom Association estimates significantly higher numbers, with 10-15 million people in the U.S. having tried kratom and about 5 million current regular users.² Evidence suggests kratom is most often used by current and former opioid users to manage pain, opioid withdrawal, and opioid cravings.⁵

How often do people in treatment for opioid use disorder report using kratom? How do they do in treatment?

Local data from Washington State's opioid treatment programs (OTPs) suggest kratom is rarely reported by clients as their primary substance of use; only 12 patients statewide among 19,162 individuals in care reported kratom as their primary substance used upon entering treatment (*Personal communication, Lauren Kula, Washington State Health Care*



Photo credit: Caleb Banta-Green.

Authority, August 4, 2025). However, improved data collection methods are needed to better understand local rates of use and use disorder.

Washington State health care and substance use disorder (SUD) treatment providers report low prevalence of kratom use among their patients, although most settings do not commonly or systematically screen for kratom. Consistent with existing research, these providers from across WA State find that patients typically use kratom to manage opioid withdrawal symptoms but then find that they become dependent on kratom or 7-OH as well. Health care providers report that the medications for opioid use disorder (OUD), methadone and buprenorphine, have worked well with people with OUD who are physically dependent on kratom or 7-OH.

We have two patients who were using heroin and then switched to exclusively using kratom for the next two years. It kept them from going into opioid withdrawal[,] so they were able to successfully get off heroin. They would feel withdrawal symptoms, however, if they didn't use the kratom for several days and came to us because they were afraid that if kratom ever became banned by the FDA, they would return to heroin (or now fentanyl). We placed them on Suboxone [a brand name for oral buprenorphine] as they dropped the kratom, and just recently they switched to Sublocade [a brand name for long-acting injectable buprenorphine]. They are doing fantastic. – Physician

I have treated one patient for kratom dependence. They started opioids with oxycodone pills, did not like being hooked on that and found kratom kept withdrawal away...until they tried to stop that as well. [They] came to our clinic [and] did well on... [buprenorphine]. For a few years after that I would specifically ask about kratom use, including a question on our preliminary assessment form. No one else endorsed using [kratom]. I have since stopped asking. –Physician

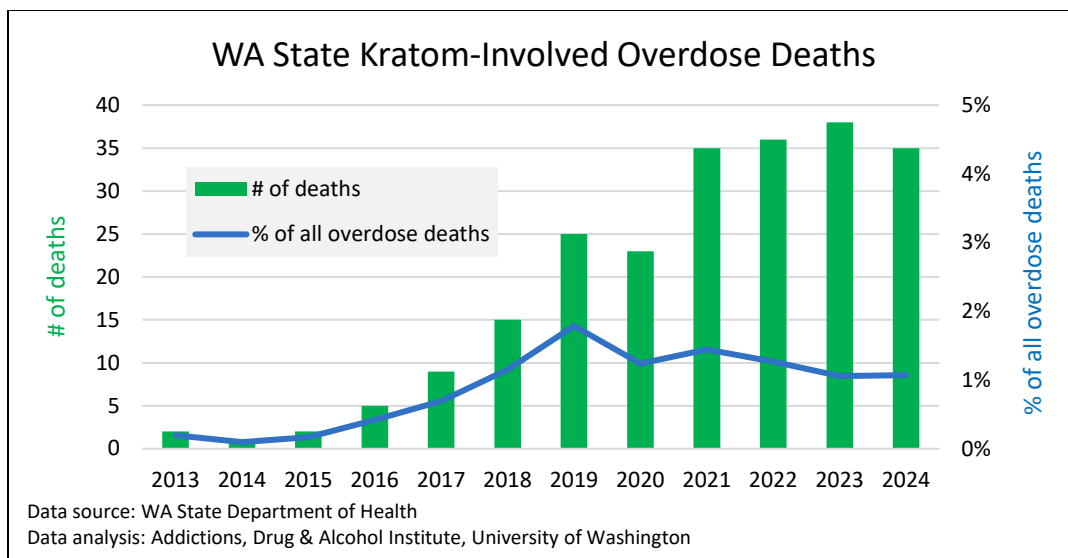
We have been testing for kratom but rarely see it... I think it's a group that is used to 'harder' drugs and kratom just doesn't clear the bar. We have had 3-4 people come to us for medications for OUD for kratom dependence and have had fine outcomes with both buprenorphine and methadone. [In] my inpatient work we frequently see kratom dependence as a secondary problem to other use disorders and maybe one primary kratom dependence case in [about] 2 years. – Physician and OTP medical director

It's [7-OH] so much stronger than regular Kratom. Withdrawal is seriously difficult. We have treated 5 people with buprenorphine (which] works well.. – Substance use disorder professional

How often is kratom involved in overdose deaths?

The figure below shows the number of overdose deaths (also known technically as “poisoning”) in Washington State in which kratom was detected. Since 2013, when the first two deaths involving kratom were reported, the number of deaths has increased to 35 in 2024. The percent of all overdose deaths in which kratom was detected has been very low overall and only 1% in 2024. In comparison, in 2024 there were 2,275 overdose deaths in WA State involving “other synthetic opioids,” predominantly non-pharmaceutical fentanyl, representing 70% of all overdose deaths.⁶

-



Most drug overdoses involve multiple drugs. However, because of inconsistent coding of kratom in multiple drug categories, it is not possible to use International Classification of Diseases (ICD) coding to analyze death certificate data to identify all of the substances detected in a death. Therefore, to explore the presence of other drugs in kratom-involved overdose deaths, ADAI staff manually analyzed the “cause of death” text field from death certificate data for deaths in which kratom/mitragynine was reported in WA State for 2024. These data indicated that among the 35 kratom-involved deaths in 2024:

- 83% (n=29) involved at least one other drug
- 69% (n=24) involved at least one opioid
- 63% (n=22) involved fentanyl with or without other substances
- 17% (n=6) involved only kratom

For comparison, among 4,853 deaths in WA State in 2023 and 2024 that involved “other synthetic opioids” (mostly non-pharmaceutical fentanyl) and in which heroin was not present, 23% had no other drug detected.⁶ That is, there were many more deaths involving fentanyl than kratom, and a larger proportion of fentanyl deaths involved no other drug, suggesting kratom is a less lethal substance despite its widespread availability. It may be difficult to identify 7-OH involved overdose deaths, as it is unclear whether 7-OH would specifically be recorded on death certificates

A detailed analysis of kratom-involved deaths in Florida was conducted by the Tampa Bay Times. They analyzed data from 2013, when the first kratom-involved death was detected, through June 30, 2022. A minority of cases, 8%, involved kratom without any other substances present.⁸ Parallels with WA State data include that 2013 was the same year that a kratom-involved death was detected in both states, and both states report similar, low proportions of deaths involving just kratom.

Evidence on risks and benefits

Research on kratom, especially in the U.S., is limited, with most data coming from case studies and observation. Currently, there is not enough information on kratom to report more definitively on its impact on health and well-being. The National Institute on Drug Abuse (NIDA) notes on their webpage that “NIDA supports and conducts research to evaluate potential medicinal uses for kratom and related chemical compounds...NIDA also supports research towards better understanding the health and safety effects of kratom use. Rare but serious effects have been reported in people who use kratom.”⁹

Evidence suggests that kratom may be effective as an analgesic and may decrease the use of other drugs.¹⁰ People

who use kratom long-term report benefit in managing SUD symptoms (e.g., reducing cravings and use of other substances) and relief from withdrawal symptoms for alcohol, opioids, and other drugs.¹⁰ Results of preclinical studies in animals also strongly suggest that kratom/mitragynine is useful for alleviating pain and opioid withdrawal and has a lower risk of central nervous system effects and respiratory depression than conventional opioids.^{1,11} People who use kratom daily have also reported improvements in daily living and productivity, including reduced pain, improved mood, increased energy, and alertness. Euphoria or feeling “high” is less frequently reported.¹²

The most commonly reported side effects of kratom are typically mild and include agitation, irritability, tachycardia (high heart rate), nausea, vomiting, confusion, drowsiness, and hypertension. Kratom can also cause serious health issues like respiratory depression, seizures, liver toxicity, and irregular heart arrhythmias. Other adverse effects include hallucinations, delusions, depression, dizziness, difficulty sleeping, sweating, tremor, reduced appetite and anorexia, constipation, transient erectile dysfunction, difficulty sleeping, sweating, darkening patches of skin, and hair thinning. Higher doses of kratom and concentrated products are riskier. Using kratom with other substances can enhance the effects of those substances, which may increase negative effects.^{1,13} Furthermore, kratom’s unregulated status as a dietary supplement warrant concern for contamination, mislabeling, and varying quality and consistency, circumstances which have led to serious illness and death.^{1,9,13,14}

People who use kratom frequently can develop tolerance, dependence, and cravings, suggesting the potential for kratom use disorder. However, most users do not report social or functional impairment, a necessary component of a substance use disorder diagnosis.^{12,15} People who use kratom are more likely to have more severe symptoms of SUD related to other substances, but this does not imply that kratom *causes* this. Instead, it may be that people with severe SUD are more likely to use kratom, and thus are trying to stop the use of another, often illicit, substance.^{16,17} A small study showed regular kratom use did not significantly alter health measures, including blood chemistry, organ function, and vital signs of users over time.¹⁸

Less is known about 7-OH morbidity and mortality, but emerging pharmacological data suggests that it is more potent than kratom and mitragynine, and appears to have properties more similar to a pure opioid, including respiratory depression, thereby increasing overdose risk.¹⁹

Recommendations

More information is needed to better understand kratom’s impact. We make the following recommendations based on what is currently known:

- Individuals should carefully weigh the risks before deciding to use kratom and related products such as 7-OH and consider other approaches to manage emotional or physical pain, substance use disorders,, and opioid withdrawal. Buprenorphine and methadone are highly effective in treating opioid use disorder, and access is expanding rapidly in WA State.
- Health care providers and SUD treatment providers should be aware of kratom's popularity and potential effects, risks, and medication interactions. Recent reviews of the clinical pharmacology of kratom are available.²⁰ Ask patients about all substances they use, including kratom, in a supportive and non-judgmental way to encourage open conversations. Talk with patients about how kratom may, or may not, fit into their recovery and/or harm reduction goals and strategies.
- Kratom offers potential benefits to relieve pain, improve mood, and manage SUD symptoms, but its effects and safety profile are not fully understood. Reports from WA State data and local health care professionals suggest kratom use is relatively low and primarily for managing opioid withdrawal symptoms. Some cases of kratom dependency and use disorder have been observed. The number of overdose deaths involving kratom has increased but remain low and rarely involve only kratom. Despite its therapeutic potential, concerns about safety call for a cautious approach.
- 7-OH is an emerging drug that appears to pose a higher risk for overdose and use disorder than kratom.

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 12/01/2025**Committee Agenda type:** Consent**Date Rec'd**

11/17/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 01/12/2026**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

TERESA FULLER 209-7188

Requisition #**Contact E-Mail**

TFULLER@SPOKANEPOLICE.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

ACCEPT WTSC MULTI-JURISDICTIONAL HIGH VISIBILITY ENFORCEMENT GRANT

Agenda Wording

Accept Washington Traffic Safety Commission (WTSC) multi-jurisdictional High Visibility Enforcement (HVE) grant for FY25-26

Summary (Background)

Accept funding from WTSC for multi-jurisdictional HVE patrols in support of Target Zero priorities. The City of Spokane is located in region 16, which as a region was allocated \$94,500. The City's estimated share will be approximately \$60,000, based on previous years participation in the program. Focused emphasis for this grant includes Impaired Driving Patrols (DUI) CFDA#20.600, Distracted Driving Patrols CFDA#20.616, Click It or Ticket Seatbelt Patrols CFDA#20.616, Speed Patrols CFDA#20.600, and Motorcycle Safety CFDA#20.608. Period of performance is 10/01/2025 - 9/30/2026. Special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 60,000.00	
Current Year Cost		\$ 60,000.00	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Funds of \$60,000 for a 1-year period to be used for overtime costs related to HVE patrols			
Amount		Budget Account	
Revenue	\$ 5,000.00	# 1620-91828-99999-33320-68035	
Revenue	\$ 30,000.00	# 1620-91829-99999-33320-68035	
Revenue	\$ 10,000.00	# 1620-91830-99999-33320-68035	
Revenue	\$ 7,500.00	# 1620-91831-99999-33320-68035	
Revenue	\$ 7,500.00	# 1620-91832-99999-33320-68035	
Expense	\$ 60,000.00	# 1620-918xx-21250-5xxxx-68035	
Funding Source One-Time			
Funding Source Type Grant			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>	BAIRD, CHRISTI		
<u>Legal</u>	HARRINGTON,		
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**INTERAGENCY AGREEMENT BETWEEN THE
Washington Traffic Safety Commission**

AND

Spokane Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, 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 AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5738-Region 16 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 16 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5738-Region 16 HVE was awarded to the WTSC Region 16 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.



A Decade of Increasing Traffic Fatalities

The rise in fatalities has been both sharp and persistent:

- 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
- Following this spike, fatalities stabilized between 2015 and 2019.
- In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
- The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
- Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors. Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2025).
- Distracted driving enforcement during the Distracted Driving campaign (April 2026)
- Seat belt enforcement during the Click It or Ticket campaign (May 2026).
- Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand



the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

3.1.4 Project Intent and Best Practice

3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe



driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

Mobilization Dates

Holiday DUI December 16, 2025 – January 1, 2026



U Drive. U Text. U Pay. April 6 – 13, 2026
Click It or Ticket May 11 – May 31, 2026
It's a Fine Line (optional if funded) July 2026 (Dates TBD)
DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, 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.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated



quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits 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 trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded **\$94,500.00** to the WTSC Region 16 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, 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. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.



APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. 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 WTSC Program Manager can be made through email communication and signatures are not required.

7. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the



activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings



shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, 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 WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, 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 WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, 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 WTSC, 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.



17.2. 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 agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

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

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. 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 Agreement. 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 Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement 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.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB- RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB- RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new



funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement 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 Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

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

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC 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 WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein



or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

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

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly



rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.



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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding



fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub- recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970



- 37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or



influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

41.1. 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.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. 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.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate



provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

42. DESIGNATED CONTACTS

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

The Contact for the SUB- RECIPIENT is:

Teresa Fuller
Sergeant
tfuller@spokanepolice.org
509-209-7188

The Contact for WTSC is:

Jerry Noviello
WTSC Program Manager
jnoviello@wtsc.wa.gov
360-725-9897

AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature: Kevin Hall
Kevin Hall (Sep 17, 2025 14:53), 6 PDT

Email: khall@spokanepolice.org

Signature



Kevin Hall

Printed Name

Chief of Police

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature: *Jerry Noviello*

Email: jnoviello@wtsc.wa.gov

Name: Jerry Noviello

Title: Program Manager

Date










HVE_IAA_Agreement_Spokane Police Department(25437410)_202509171500

Final Audit Report

2025-09-30

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