



City of Spokane

Minor Contract Summary

RECEIVED

JUL 10 2019

CITY CLERK'S OFFICE

OPR # 2019-0555
Cross Ref _____
Destruct Date 1-1-2028
Clerk's Dist. 7-18-2019

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Police Department
Department Project # Sexual Assaults

New Contract
CR # NA
Date: 07/09/2019

Contractor/Consultant

Name: Washington State University
Address: 600 N. Riverpoint Blvd Remittance Address: SAME
City, State, Zip: Spokane, WA 99202 City, State, Zip: _____

Summary of Services

Memorandum of Understanding (MOU) between the City of Spokane Police Department (SPD) and Washington State University (WSU) Health Sciences (Spokane, WA) to ensure that sexual assaults committed in connection with WSU Health Sciences Spokane students and employees are promptly and effectively reported, investigated and referred as appropriate. The MOU serves as a protocol for investigating reports of sexual assault, for sharing information, and for issuing timely warnings and emergency notifications related to such reports.

Amount: _____ Budget Code: _____
Maximum Amount: _____
Beginning Date: upon signing Expiration Date: 06/30/2021 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: _____

Funds are available in the appropriate budget account

Accountant	<u>[Signature]</u>	<u>7/9/19</u>
	Signature	Date
Department Head	<u>[Signature]</u>	<u>7/9/19</u>
	Signature	Date
Other	_____	_____
	Signature	Date
Grants Mgt. (if applicable)	_____	_____
	Signature	Date

Distribution List

Contractor E-mail: _____	Contract Accounting
Dept. Contact E-mail: <u>spdfinance@spokanecity.org, rwaters</u>	Taxes and Licenses
_____	_____
_____	_____

MEMORANDUM OF UNDERSTANDING

Between

SPOKANE POLICE DEPARTMENT

And

WASHINGTON STATE UNIVERSITY HEALTH SCIENCES SPOKANE

REGARDING SEXUAL ASSAULTS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the SPOKANE POLICE DEPARTMENT ("SPD"), whose address is 1100 West Mallon Avenue, Spokane, Washington 99260; and WASHINGTON STATE UNIVERSITY HEALTH SCIENCES SPOKANE ("WSU Health Sciences Spokane"), whose address is 600 N Riverpoint Blvd. Spokane, Washington 99202.

A. PURPOSE

This MOU has been developed to ensure:

- 1) that sexual assaults committed in connection with WSU Health Sciences Spokane students and employees are promptly and effectively reported, investigated and referred as appropriate;
- 2) that services and assistance are promptly provided to students and employees who are Victims/Survivors/Complainants of sexual assault; and
- 3) that the campus community is informed about crimes of sexual violence that occur on campus and which may pose a serious or on-going threat to public safety.

This MOU serves as a protocol for investigating reports of sexual assault, for sharing information, and for issuing timely warnings and emergency notifications related to such reports.

Federal laws require WSU Health Sciences Spokane to establish processes as outlined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") and Title IX of the Higher Education Amendments of 1972 ("Title IX"). This MOU facilitates compliance with those requirements as well as the intent of the legislature as articulated in RCW 28B.112.005, which encourages institutions of higher education to address campus sexual violence policies regarding prevention, investigation, and disciplinary action. Consistent with state and federal law, this MOU expresses the intent of the parties to work collaboratively and efficiently in the timely sharing of information to effectively prevent and investigate sexual

assaults.

B. RESPONSE TO REPORTED SEXUAL ASSAULTS

The parties acknowledge the importance of a well-coordinated, thorough, and unbiased investigation that facilitates compliance with Title IX, the Clery Act, and the Washington legislature's intent that acts of sexual violence be investigated and prosecuted. Reports of sexual assault related to WSU Health Sciences Spokane should result in a swift response that informs Victims/Survivors/Complainants of their right to report the matter to the police, provides a safe and supportive avenue for Victims/Survivors/Complainants to receive advocacy services, facilitates prompt and equitable investigations and resolutions of sexual assault complaints for both Victims/Survivors/Complainants and respondents, and facilitates the timely collection of evidence for use in both administrative and criminal proceedings.

The Parties therefore agree to the following:

1. *Coordination of Referrals for Complainant Support*

The Parties agree, with the complainant's consent, to coordinate referrals for support services for sexual assault Victims/Survivors that are made available by governmental agencies, law enforcement agencies, WSU Health Sciences Spokane, and community organizations.

2. *WSU Health Sciences Spokane's Duty to Advise Victims / Survivors / Complainants of Their Right to Report*

WSU Health Sciences Spokane shall notify Victims/Survivors/Complainants of their right to report the sexual assault to law enforcement and assist them in doing so promptly, if they so choose. In no circumstances will WSU Health Sciences Spokane either dissuade or encourage a complainant to report the matter to police.

3. *SPD's Duty to Support Victims/Survivors/Complainants Who Choose to Report*

SPD officers shall support reporting and empower Victims/Survivors/Complainants to make their own choices about what course of action to pursue. SPD officers will not make statements or act in any manner that directly or indirectly discourages the complainant from pursuing criminal charges. SPD officers will inform Victims/Survivors/Complainants, who they know are associated with WSU Health Sciences, of the availability of resources and reporting options through WSU Health Sciences. SPD officers will not comment on the strength of the evidence or whether or not the prosecutor will pursue charges or whether a jury would convict.

4. *Duty of First Responder Agency to Facilitate Effective Response*

The parties recognize that whether or not the relevant agency ultimately provides an investigative response to a sexual assault, either party may be the first responder to a report of the sexual assault. Thus each of the parties has a responsibility to respond in a manner that facilitates an effective law enforcement and/or institutional response, as elected by the Complainant, as well as appropriate treatment of the individual reporting the sexual assault.

5. *Procedure Immediately After a Sexual Assault Complaint*

The parties agree to use best practices for interacting with sexual assault Victims/Survivors/Complainants. Upon a report of a sexual assault, a complainant should be directed to, and receive assistance (including transportation where appropriate) in accessing services, including sexual assault forensic evidence (SAFE) examinations. Victims/Survivors/Complainants should be encouraged to provide whatever time-sensitive, case-related information the complainant is able to provide. Victims/Survivors/Complainants should be advised of how the investigation and charging process will proceed generally and informed of their options with respect to their participation in those processes. The parties agree to accommodate complainant requests regarding how complainant interviews are conducted, to the extent possible.

6. *Duty to Preserve Evidence*

Each of the parties has a responsibility to respond in a manner that ensures the appropriate preservation of all evidence, closure of an area (if on campus), and to identify whether there were co-occurring crimes of domestic/dating violence, stalking, strangulation and/or witness intimidation. Each party agrees to use the expertise and resources of the other to ensure timely and proper evidence collection, maintenance, and preservation; and to cooperate in the preservation of evidence regardless of whether the investigation is carried out by SPD and/or is handled by WSU Health Sciences Spokane.

7. *SAFE Exam*

When a complainant chooses to have evidence collected for the purposes of reporting as sexual assault to the police, SPD will ensure the proper custody and control of all collected evidence from SAFE exams, with particular attention paid to collecting evidence regarding alcohol and drug-facilitated assaults.

8. *No Pressure to Make Immediate Decisions*

Consistent with best practices, Victims/Survivors/Complainants shall not be pressured to make any immediate decisions with respect to future participation in an investigation, prosecution, or administrative action.

9. Confidentiality of Reports – Protection of Victim Information

The parties will coordinate and determine the information between parties. The complainant's interest in maintaining the confidentiality of personally identifying information will be respected to the fullest extent allowed by law. The parties will comply with the applicable law and guidance regarding anonymous and confidential reporting, including regarding when, how and what information can or must be disclosed to law enforcement agencies. Any information shared through this MOU is not subject to outside disclosure, except as required by law.

10. Agreement to Share Police Reports for Title IX and Clery Act Compliance

SPD agrees, with the complainant's consent, to provide WSU Health Sciences Spokane with incident reports and other investigative documentation to ensure a full and fair administrative process and facilitate WSU Health Sciences Spokane's compliance with the Clery Act and Title IX. WSU Health Sciences Spokane will provide information to SPD, as allowed by law, with the written permission of the reporting party.

11. Transfers to Other Law Enforcement Agencies

SPD agrees that if all or part of a sexual assault criminal case is transferred to another law enforcement agency, all such transfers shall be carried out in a manner that does not interfere with or otherwise delay the conduct of any separate investigation conducted by WSU Health Sciences Spokane for the purposes of complying with Title IX requirements.

12. Mutual Assistance

The parties agree that SPD and WSU Health Sciences Spokane's Campus Security and Public Safety or WSU Health Sciences Spokane's Title IX Office may request assistance from, and render assistance to, the other to respond to or investigate reports of sexual assault.

C. COMMUNICATION AND COORDINATION

1. WSU Health Sciences Spokane to Notify SPD - Emergency Warnings

The parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of the campus and near-campus communities to facilitate the issuance of Clery Act-required timely warnings and emergency notifications. The parties acknowledge that WSU Health Sciences Spokane need not obtain the approval of SPD to issue any warnings/notifications, nor is WSU Health Sciences Spokane required to seek preclearance of the content of any warning/notification. However, the parties will create a system to inform each other about such warnings.

2. SPD to Notify WSU Health Sciences Spokane When Students are Identified as Victims/Survivors/Complainants

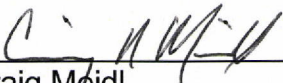
With the complainant's consent, SPD will promptly notify the WSU Health Sciences Spokane Campus Security and Public Safety when students are identified as potential Victims/Survivors/Complainants or suspects of sexual assaults that occur off campus, so as to coordinate resources to minimize and prevent further victimization, trigger appropriate institutional Title IX and conduct procedures, and to adequately inform the greater campus community of serious ongoing threats to student and/or employee health and safety.

3. Ongoing Mutual Training and Programming

The parties agree to coordinate on-going mutual training as necessary to keep the parties apprised of current and upcoming requirements for campus, federal and state regulation and topics of mutual benefit.

D. TERM


This MOU takes effect upon the signing of this MOU by all parties and ends June 30, 2021, when it may be reviewed and updated or extended by mutual agreement. Either SPD or WSU Health Sciences Spokane may initiate discussions to amend or modify this MOU or any of its terms at an earlier date. Either party may terminate the MOU with 10 days written notice to the other party.



Craig Meidl
Chief of Police
Spokane Police Department

May 20, 2019


Date



Dr. Daryll DeWald
Washington State University
Health Sciences Spokane

July 1, 2019

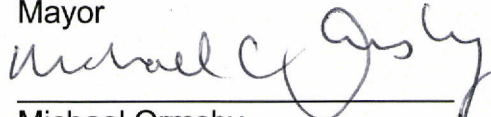
Date



David A. Condon
Mayor

July 17, 2019

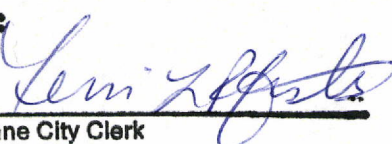
Date



Michael Ormsby
City Attorney

July 10, 2019

Date

Attest:


Spokane City Clerk

