

**Public Safety & Community Health (PSCHC) Committee
Agenda for 1:15 p.m. Monday, February 6, 2023**

The Spokane City Council's Committee Name meeting will be held at **1:15 p.m. February 6, 2023**, streaming live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live/> or by calling 1-408-418-9388 and entering the access code # 2483 521 0240; 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 PSCH Committee meeting is regularly held every 1st Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA ATTACHED

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) 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 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@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 - 6 February 2023

1 **Call to Order**

2 **Approval of Minutes**

Approval of December 5, 2022, meeting minutes.

Monthly Reports/Updates

3 **Photo Red Report**

Fuller, Teresa

Photo Red Monthly Report

4 **Sit and Lie Monthly Summary**

5 **Public Safety Overtime Report**

A report detailing the previous months' and year-to-date overtime for Police and Fire.

6 **Strategic Initiatives Monthly Update**

MacConnell, Jacqui

SPD Strategic Initiatives Update Report

7 **Office of Police Ombudsman Monthly Report**

December 2022 Monthly Report from OPO.

Discussion Items

8 **Crime Check Service Overview Report from SREC**

20 min

Cathcart, Michael

Service Overview presentation slides provided by Spokane Regional Emergency Communications Executive Director Lori Markham.

9 SFD Update

10 min
Schaeffer, Brian

Topics TBD

10 Wildland Urban Interface (WUI) Fuels Mitigation Work

10 min
Schaeffer, Brian

Council Sponsors: CMs Kinnear/Cathcart - Introduction of the SFD Wildland Resource Planner and creation of a fuels mitigation plan to improve wildland fire outcomes on City-owned land.

11 SPD Update

10 min
Meidl, Craig

Topics TBD

12 Public Safety Response Times

10 min

Discussion with Shawna Ernst -SPD

13 SPD Forfeiture Reserves Discussion

5 min
Beggs, Breean, Meidl, Craig

Council Sponsor: CP Beggs - Discussion on Chief Meidl's request to set a minimum reserve in the Forfeiture fund that is sufficient for performing drug buys and replacing undercover vehicles.

14 Cannabis RFP Discussion

10 min
Beggs, Breean

Council Sponsor: CP Beggs - Discussion on RFP parameters for Youth Intervention Services that would utilize the City's portion of cannabis tax revenue.

15 Traffic Calming Resolution for Moving Radar Pilot Program

10 min
Olsen, Eric

Council Sponsor: CM Cathcart and CM Kinnear

The Spokane Police Department (SPD) is seeking a Resolution to pilot the use of moving traffic radars in police vehicles so that patrol officers can support traffic enforcement. This item is for discussion only and needs to go to the Traffic Calming subcommittee prior to being filed in OnBase.

16 Broadband/Fiber Consultant Contract

5 min
MacDonald, Steven

Council Sponsor: CP Beggs - The Community & Economic Development Division is contracting with a consultant to ensure the City of Spokane's digital equity and economic development priorities related to broadband and fiber are included in Spokane County's Broadband Action Team's plan which will be submitted to the WA State Broadband Office (WSBO) at the end of May 2023.

17 Surplus Property Resolution

5 min
Steele, David

Council Sponsor: CM Cathcart - Surplus property resolution, supporting the recommendation of the RERC to declare this parcel of City owned property as surplus and deed it to the adjoining property owner.

18 Integrus Archnitecture Contract Resolution

10 min
Boston, Matthew

Council Sponsors - CP Beggs and CM Cathcart - A resolution declaring an emergency to waive public bidding requirements on a contract with Integrus Architecture and allowing the Council President to sign said contract after 3:00 p.m. on Feb. 9, 2023, if the Mayor has not done so.

19 Update on Community Conversation

10 min
Beggs, Breean

Council Sponsor: CP Beggs - CP will give an update to CMs regarding the Community Conversation of Policing meetings that have taken place over the

last 2+ years. More background and information is included on the briefing paper and attachment.

Consent Items

20 Outside Counsel Contract Amendment - Pacifica

Smithson, Lynden

Council Sponsor: CM Cathcart - Amendment of Outside Counsel Contract with Pacifica Law Group.

21 Outside Counsel Contract Amendment - Summit

Smithson, Lynden

Council Sponsor: CM Cathcart - Amendment of Outside Counsel Contract with Summit Law Group.

22 WASPC Traffic Safety Equipment Grant FY22-23

Fuller, Teresa

Council Sponsor: Lori Kinnear

The goal of the grant is to continue to make traffic safety enforcement a high priority in the City of Spokane. The FST equipment will be used in DUI Enforcement with SPD DUI Enforcement Team & SPD Patrol Teams. This additional equipment is necessary to continue to support the mission of continuing to keep traffic safety enforcement a high priority in the City of Spokane.

23 Acceptance of WA State Legislature Training Funds and SBO

MacConnell, Jacqui

Council Sponsor: Michael Cathcart and Lori Kinnear

This funding is a one-time benefit to offset training costs required by the listed enacted legislation (either for already incurred expenses or expenses to be incurred). If we do not apply for and receive our funding prior to June 30, 2023, the funds will be returned to the WA State General Fund.

24 SPD - Academy Restroom Remodel Contract Amendment

Steele, David

Council Sponsor: CM Cathcart - Contract amendment adding additional dollars to provide for unforeseen conditions related to sanitary plumbing venting, drainage, alignment, and tie in to existing sewer lines.

- 25** **FEMA Assistance to Firefighters Grant**
Schaeffer, Brian
Council Sponsors: CM Kinnear; CM Cathcart
SFD is seeking approval to apply for FEMA's Assistance to Firefighters Grant for approximately \$900,000 to purchase a CO2 Emergency Technical Decontamination Extractor to remove toxins from firefighter's gear.
-
- 26** **FY22-23 BHU Grant Agreement**
Olsen, Eric
Council Sponsor: CM Cathcart - Acceptance of grant agreement with Spokane County to fund staff assigned to the regional behavioral health unit.
-
- 27** **YWCA Contract for FY22 ICJR Grant**
McNab, Michael
Council Sponsor: CM Cathcart - YWCA Contract for FY22 ICJR Grant
-
- 28** **FTAP Grant Subgrantee Award Agreement**
McNab, Michael
Council Sponsor: CM Cathcart - The City is sub-contracting with the Spokane Regional Domestic Violence Coalition to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. This subgrantee award is for a total of \$223,208 for the period of July 1, 2022 to June 30, 2025.
-
- 29** **5100 - Fleet Services Sole Source Resolution with PacWest Machinery**
Prince, Thea, Giddings, Richard
Council Sponsors: CM Kinnear & CM Stratton
Five Year Sole Source Resolution and Value Blanket Order with PacWest Machinery, LLC (Spokane, WA) for Tymco parts and Volvo Construction Equipment parts.
-
- 30** **Employment Support of the Arts Award**
Murray, Michelle
Council Sponsors: CM Stratton & CM Wilkerson
-

31 Executive Session

Executive Session may be held or reconvened during any committee meeting.

32 Adjournment

33 Next Meeting

The next meeting of the Public Safety & Community Health Committee will be held at 1:15 p.m. on March 6, 2023.

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1 - Call to Order

2 - Approval of Minutes

Approval of December 5, 2022, meeting minutes.

| For Decision

Attachments

[2022.12.05 PSCHC Minutes Draft.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Safety and Community Health
December 5, 2022

Call to Order: 1:15 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/778292797>

Attendance

Committee Members Present: CM Cathcart (Chair), CM Stratton, CM Kinnear, CM Bingle, and CM Zappone. CM Wilkerson arrived at 1:24PM. CP Beggs (Vice Chair) was absent.

Staff/Others Present: Chief Meidl, Kevin Berry, Johnnie Perkins, Hannahlee Allers, Jacqui MacConnell

Approval of Minutes

➤ Action taken

CM Bingle moved to approve the minutes of the November 7, 2022, meeting; the motion was seconded by CM Bingle. The minutes were approved by a vote of 6-0.

Agenda Items

Discussion items

1. Police Department Update
 - Action taken
Presentation and discussion only, no action was taken.
2. Fire Department Update
 - Action taken
Presentation and discussion only, no action was taken.
3. SPD Property Facility - Stringo Presentation
 - Action taken
Presentation and discussion only, no action was taken.
4. Community Health Update - SRHD
 - Action taken
Presentation and discussion only, no action was taken.
5. Unallocated Reserve Balance Ordinance
 - Action taken
Sponsors – CM Cathcart & CM Wilkerson. On Council Agenda for First Reading 12/5 with suspension of the rules.
6. ARPA SBO Discussion

- Action taken
Council intends to add to Council Agenda on 12/12.

Consent items

1. Special Counsel Contract Amendment Re Gedeon v COS (City Legal)
2. Special Counsel Contract Amendment Re COS v Dept of Ecology (City Legal)
3. Amendment to SPD/STA Inter-local Agreement (SPD)
4. Purchase of 2200 GAL Flusher Truck (Fleet Services)
5. Purchase of 3200 GAL Flusher Truck (Fleet Services)
6. Police Guild Labor Agreement, Retroactive Wages & Wage Increase SBO (Finance)
7. Local 29 Labor Agreement, Retroactive Wages & Wage Increase SBO (Finance)
8. Approval of Childcare Program Award (Accounting)
9. Approval of Pre-Apprenticeship Program Award (Accounting)
10. Purchase of Used SIU Vehicle for Police (Fleet Services)
11. Purchase of STARS Van (SFD)
12. Renewal of Heavy Equipment Body Repair Services (SFD)
13. Realized Wildfire Mobilizations Costs & Recovery SBO (SFD)
14. Funding Acceptance for CMIS Support & Project Employee (CHHS)
15. Regional Disposal Company-Contract Amendment Extension for WTE (Solid Waste)
16. SIA I-90 Crossing & Marshall Rd. Water Main Projects Order (Engineering Services)
17. Eccovia Inc Homeless Management Information System Software Extension (CHHS)
18. CCTV Van Purchase for Wastewater Maintenance (Fleet Services)

Executive session

None.

Adjournment

The meeting adjourned at 2:25 p.m.

Prepared by:

Shae Blackwell

Approved by:

Council Member Michael Cathcart
PSCHC Committee Chair

3 - Photo Red Report

Fuller, Teresa

Photo Red Monthly Report

| For Information

Attachments

[Photo Red Feb 2023.pdf](#)

Committee Agenda Sheet [COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	Jim Christensen 509-835-4565
Contact Email	jchristensen@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed
Summary (Background)	<p><u>Background/History:</u> Report for Public Safety meeting Feb 6th, 2023.</p> <p>Statistic for Photo Red for the time frame of November 1st, 2022, thru November 30th, 2022.</p> <p>There were 1057 violations on the photo red system from November 1st, 2022 thru Nov 30th, 2022. During the same time frame in 2021 there were 1697 violations, which is a decrease of 640 violations. SK13 Thor/2nd and SK009 Freya/3rd and SK07 2nd/Thor wrote zero infractions. These three sites are down due to construction. This accounts for the reductions.</p> <p>Statistic for Photo Red for the time frame of December 1st, 2022, thru December 31st, 2022.</p> <p>There were 998 violations on the photo red system from December 1st, 2022 thru December 31st, 2022. During the same time frame in 2021 there were 1720 violations, which is a decrease of 722 violations. SK07 2nd/Thor, SK09 Freya St/3rd, SK12 Wellesley/Ash and Sk13 Thor/2nd wrote zero infractions. The tree sites at Thor/2nd and Freya/3rd are down due to construction. Site SK12 is down to equipment failure.</p> <p>Statistic for Photo Speed for the time frame of November 1st, 2022, thru November 30th, 2022.</p> <p>There were 2583 violations on the photo speed system from November 1st, 2022 thru November 30th, 2022. During the same time frame in 2021 there were 1603 violations, which is an increase of 980 infractions. We added the three new speed cameras. SK21 on Ray at Ferris/Adams, SK22 Bernard at Roosevelt and SK23 Regal at Ferris and Adams. This accounts for the increase.</p> <p>Statistic for Photo Speed for the time frame of December 1st, 2022, thru December 31st, 2022.</p> <p>There were 1343 violations on the photo speed system for December 1st, 2022 thru December 31st, 2022. During the same time frame in 2021 there were 928 violations, which is</p>

an increase of 415 violations. We added the three new South side school cameras which account for the increase.

Executive Summary: Photo RED

November 1st, 2022, thru November 30th, 2022

- Division and Francis was the highest with 215 violations.
- Browne and 3rd was the second highest with 203 violations.
- Division and Sprague was the third highest with 181 violations.
- Mission and Hamilton was the fourth highest with 130 violations.

December 1st, 2022 thru December 31st, 2022

- Division and Francis was the highest with 239 violations.
- Browne and 3rd was the second highest with 187 violations.
- Browne and Sprague was the third highest with 161 violations.
- Hamilton and Mission was the fourth highest with 155 violations.

Executive Summary: Photo SPEED

November 1st, 2022, thru November 30th, 2022

- NB Regal @ Ferris High/Adams Elementary was the highest with 641 violations.
- SB N Nevada @ Longfellow Elementary was the second highest with 467 violations.
- SB Monroe @ Willard Elementary was the third highest with 304 violations.
- S Ray @ Ferris High/Adams Elementary was the fourth highest with 300 violations.

December 1st, 2022 thru December 31st, 2022

- SB N Nevada @ Longfellow Elementary was the highest with 291 violations.
- NB Regal ST @ Ferris High/Adams Elementary was the second highest with 263 violations.
- SB Monroe @ Willard Elementary was the third highest with 188 violations.
- EB W Northwest Blvd @ Finch Elementary was the fourth highest with 182 violations.

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Proposed Council Action & Date:

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

4 - Sit and Lie Monthly Summary

Attachments

[Sit and Lie Briefing Paper for 02-06-23 PSCHC.pdf](#)

			11/25/2022	807	Cite
			11/25/2022	810	Cite
			12/10/2022	921	Cite
			12/10/2022	953	Cite
			12/10/2022	959	Cite
			12/10/2022	1000	Cite
			12/11/2022	827	Cite
			1/11/2023	918	Cite
			1/10/2023	937	Cite
			1/13/2023	1013	Booked
			1/13/2023	1046	Cite
			1/14/2023	804	Cite
			1/14/2023	805	Cite
			1/14/2023	806	Cite
			1/14/2023	807	Cite
			1/14/2023	847	Cite
			1/14/2023	900	Cite
			1/15/2023	903	Cite
			1/15/2023	904	Cite
			1/15/2023	912	Cite
			1/16/2023	809	Cite
			1/16/2023	814	Cite
			1/20/2023	1153	Cite
			1/20/2023	1157	Cite
			1/25/2023	1033	Cite
			1/27/2023	841	Cite
			1/30/2023	1009	Cite

5 - Public Safety Overtime Report

A report detailing the previous months' and year-to-date overtime for Police and Fire.

Attachments

[February PSCHC Overtime Report.pdf](#)

Uniform OT thru pay period 02

Fund	2023 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	4,179,316	321,486	277,699	43,787
Public Safety & Judicial Grants	300,615	23,124	900	22,224
Public Safety Personnel Fund	14,000	1,077	3,193	(2,117)
Police TOTAL	4,493,931	345,687	281,792	63,895
Fire/EMS	5,347,132	411,318	287,069	124,249
Public Safety Personnel Fund	123,600	9,508	3,207	6,301
Fire TOTAL	5,470,732	420,826	290,275	130,550

6 - Strategic Initiatives Monthly Update

MacConnell, Jacqui

SPD Strategic Initiatives Update Report

| For Information

Attachments

[Strategic Initiatives Monthly Update Feb 2023.pdf](#)



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

Strategic Initiatives
February 2023 Report



Public Safety and Community Health Committee Briefing
February 6, 2023



Excerpts of Commendations
(Personal Identifying Information has been removed)

Thank you to all involved in the response to Lewis and Clark High School today. I got to feel today, firsthand, what it feels like to be a mom of a child in a real active shooter situation (as I knew it at the time). I felt my heart breaking and sheer panic and the distinct feeling that I needed to get there NOW and save him. I wanted to express my deepest gratitude to all the officers involved in the incident this morning. My son goes to the school. Your response to immediately enter the school without hesitation to save my child, to put your lives in danger to save my child is something I cannot ever repay you for. No matter that it ended up being a terrible hoax. Your officers didn't know that at the time. I know this may seem menial but my gratitude for you today cannot be measured. Thank you, each and every one of you, from simply...a mother.

As a parent of two students at Lewis and Clark high school, I wanted to take a moment to express my deepest gratitude to the Spokane Police. Over the weekend, my freshman twins and I processed a lot about their experience on Friday but what repeatedly brought tears to my eyes was the fact that the police officers were entering the building. As we all know too well, that is not the case of every police department across the country. So it is with my whole heart, I want to say thank you! I wish I could thank each officer who went in the building. Each officer that was ready to do what needed to be done to protect what is our city's most valuable asset: our children. When words are insufficient, thank you will have to suffice.

Dear Chief Meidl, Last Saturday, my aunt had passed away at her residence and I was called to the condo by her daughter. After some of the paramedics departed and **Lieutenant Rich Meyer** arrived, the remaining paramedics filled in Lt. Meyer. The Lt. called the Medical Examiner's office and released my aunt to be transported to Heritage Funeral Parlor. He was very kind and called Heritage to arrange transport. Lt. Meyer showed great professionalism and compassion towards the daughter and me and remained until Heritage arrived for transport. We cannot thank Lt. Meyer enough for all he did during that difficult time.

I had the great opportunity to go on a ride-along with **Officer Daniel Rhine** on day shift. I found him to be courteous, professional, and extremely competent in his work. This was my first ride-along during day shift. I learned the nature of calls are much different from other shifts I had previously gone on ride-alongs. Officer Rhine explained he responds to a lot of stolen vehicle calls. Sure enough, our first call was recovering a vehicle involved in a carjacking. As he investigated, we learned the car was involved in a larger string of crimes committed by a suspect and we ended up towing the vehicle to the property facility. I spent the rest of my ride-along at a hospital waiting for an individual to wake up and escort to jail. While were responded to only a few calls, I was able to observe Officer Rhine be thorough in his work, especially the carjacking call. I observed him call the car owner and talk them through the recovery process of their vehicle and patiently answer all questions. He also communicated with others from different shifts to get as much information on the suspect. He even hoped to tie the vehicle we found to the suspect by calling jail to see if the suspect had the keys to this vehicle when searched at jail. Officer Rhine made me feel welcome and he did his best to answer of my questions. He represented himself, the Spokane Police Department, and law enforcement very well.





Internal Affairs Unit Update

January 1 through December 31, 2022, Commendations and Complaints

Commendations Received: Total: 231

Complaints Received: Total: 87 (74 from community)

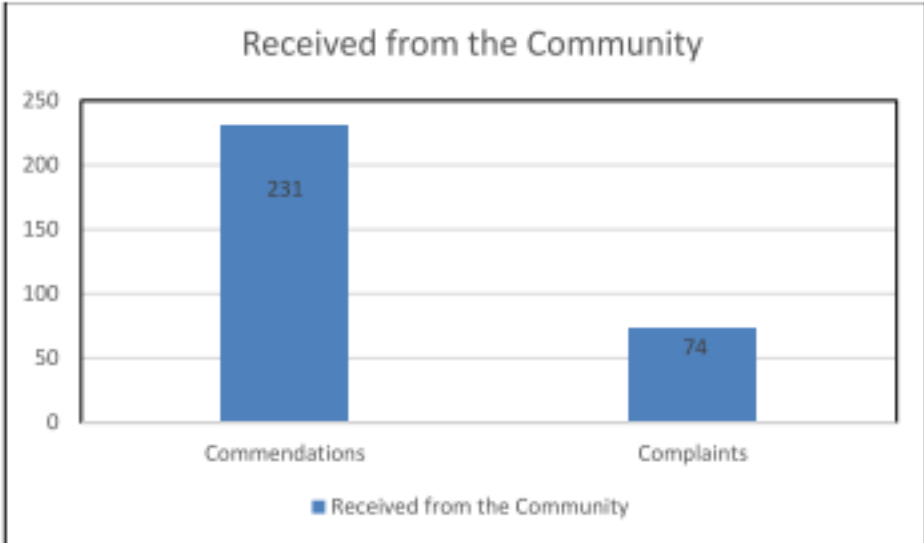
Closed Out as Inquiries: 8 (As of December 31, 2022)

An inquiry is an initial complaint about employee conduct which, even if true, would not qualify as a personnel complaint and may be handled informally by a department supervisor and shall not be considered complaints.

Source of Complaints—January 1 through December 31, 2022

Received by the Office of Police Ombudsman	Total: 31
Received by the Spokane Police Department	Total: 56
Internally Generated by the SPD	Total: 13
Generated by the Community	Total: 74

The department consistently receives more commendations from the community than complaints. In 2022, SPD received three times more commendations than complaints.



Use of Force Update

2022 Non-Deadly Reportable Use of Force Incidents

From January 1- December 31, 2022, there were 79 non-deadly use of force incidents, including 19 K9 contacts and 60 other types of force (e.g., TASER). Six incidents involved both a K9 and other force.

2022 Deadly Force Incidents (Officer-Involved Shootings)

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

Incident 2022-20012711 (Pending Administrative Investigation)

Incident 2022-20012711 took place on January 24, 2022, in the area of 2400 E. Desmet. The Spokane Independent Investigative Response (SIIR) completed the criminal investigation. The Spokane County Prosecutor's Office completed their review and found the shooting to be justified. The case is with Internal Affairs for the administrative investigation.

Incident 2022-20134271 (Pending Criminal Investigation)

2022-20134271 took place on August 3, 2022, in the area of 2nd and Sheridan. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Incident 2022-20156670 (Pending Criminal Investigation)

2022-20156670 took place on September 4, 2022, in the area of 2900 E. Wabash Avenue. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Incident 2022-20184192 (Pending Criminal Investigation)

2022-20184192 took place on October 16, 2022, in the area of 100 S Cedar. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Incident 2022-20214924 (Pending Criminal Investigation)

2022-20214924 took place on December 4, 2022, in the area of Morton and Illinois. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

Items of Interest – Hiring and Recruiting

With the award of a grant from Washington State Criminal Justice Training Commission, SPD has enhanced ongoing recruiting efforts. SPD has made progress on four recruiting goals and, as a result, SPD has experienced increased applicants sending their Public Safety Test scores to SPD. During September-December 2022, SPD recruiters attended six Public Safety Tests to speak with candidates.

The two Public Safety Tests in Spokane yielded 40 candidates sending their scores to Spokane, 10 (25%) from underrepresented communities.

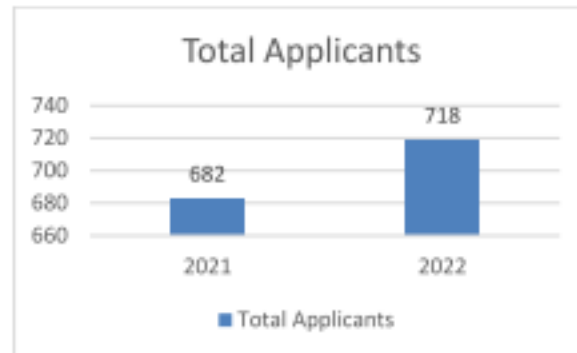
The four Public Safety Tests to which the cadre traveled yielded the following: 39 total candidates with 21 from underrepresented communities (54%).



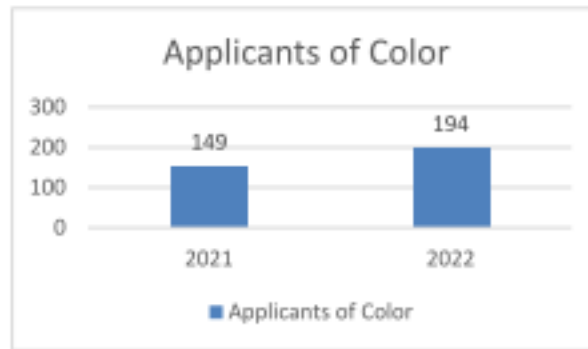
Recruiting Results in 2022 (From Public Safety Testing) – January-December 2022

Overall, since the inception of the grant in 2022, we have seen positive results.

Through the use of WSCJTC grant funds, the Spokane Police Department enhanced recruiting efforts in February 2022 and continued those efforts through November 2022. We have experienced a 5% increase of total candidates passing the PST and sending their scores to Spokane, comparing full-year 2021 numbers (682) to 2022 numbers (718).

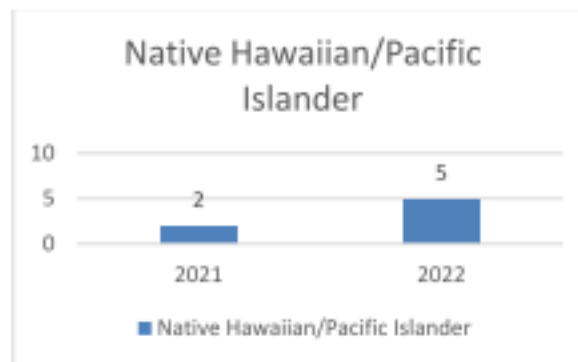


Candidates from underserved communities have also increased during the grant implementation period. The number of candidates who are people of color has increased 23%, increasing from 149 in 2021 to 194 in 2022.

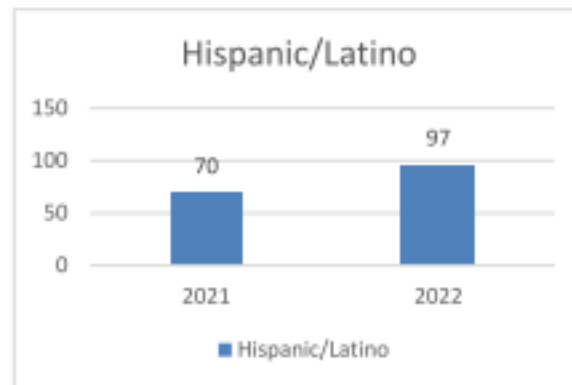


Since the implementation of the grant, we have seen the following significant gains:

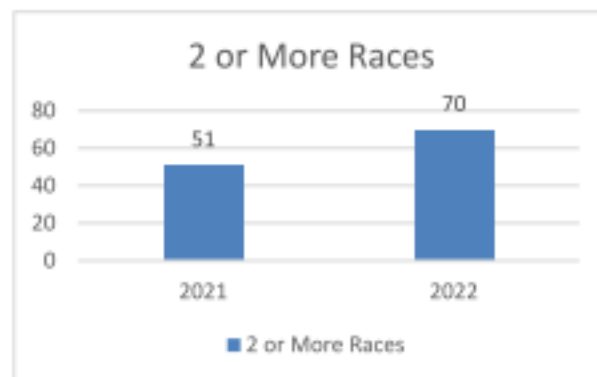
The number of Native Hawaiian/Pacific Islander candidates increased from 2 in January-December 2021 to 5 in January-December 2022.



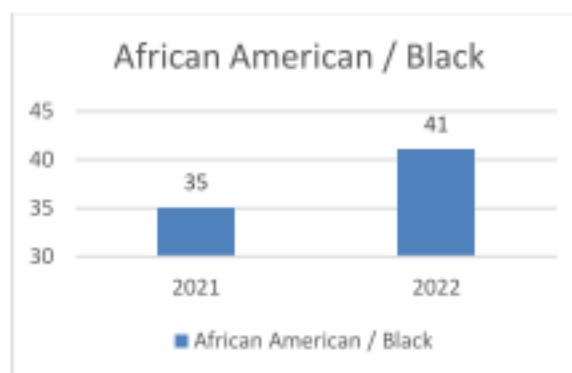
We have experienced a 31% increase in Hispanic/Latino candidates, 70 in January-December 2021 to 97 in January-December 2022.



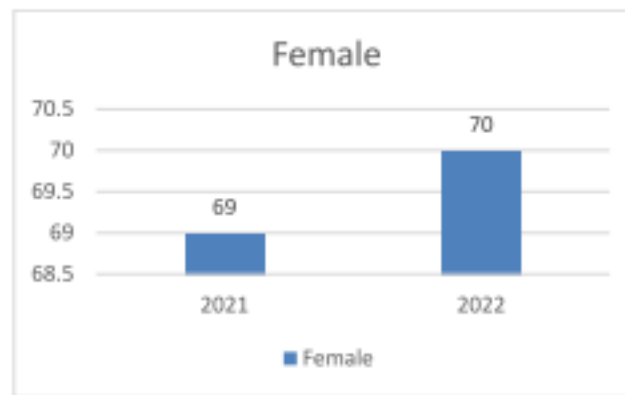
We have experienced a 27% increase in Multi-Racial candidates, 51 in January-December 2021 to 70 in January-December 2022.



We have experienced a 15% increase in African American/Black candidates, 35 in January-December 2021 to 41 in January-December 2022.



We have seen a modest gain of female candidates (1.4%) during the grant implementation period.



We did not experience an increase in American Indian/Alaskan Native or Asian candidates. However, recruiters did not encounter many candidates from those communities at Public Safety Tests or other events during this recent reporting period.

Caveat: Sending PST scores to SPD is a first step in the hiring process; it precedes applications with Civil Service. The hiring process (background investigation, interviews, physical ability test, psychologist evaluation, medical examination, polygraph) takes approximately 2-3 months to complete. After an entry level officer is hired, the officer spends several months in the Basic Law Enforcement Academy (BLEA). Space is limited in the three BLEA academies in Spokane, with SPD entering a maximum of 30 candidates a year. BLEA graduates then must complete several more months of training with a Field Training Officer, usually about 18 months after hire before the officer can respond to calls on a solo basis.

These applicants that are reflected in the Public Safety Tests above may be hired in 2023 and come into service in 2024, so we do not experience the results of our recruiting right away. However, the department is moving in a positive direction with the increase in interested candidates from underserved communities.

Since the inception of our WSCJTC grant in December 2021, we hired two lateral officers in December 2021 and we hired 28 officers in 2022, (20 entry level and 8 lateral) bringing the total to 30 officers hired during the grant implementation period. **8 out of 30 (27%) were from underrepresented communities.** Underrepresented communities include 1 Asian; 1 Black/African American, 2 Hispanic, 2 Native Hawaiian/Pacific Islander, and 2 females.

This is critical to having a diverse Spokane police force, especially with retirements. In the last two years, retirements included six female officers, two Hispanic officers, two Native American officers, one Black officer and one Multi-Racial officer. Some of our Department Recruiters below:



Noteworthy Arrests

Bank Robbery Arrest

On January 3, 2023, at 4:45 pm, Spokane police officers responded to the South Hill Washington Trust Bank for a bank robbery. SPD identified the suspect in the bank robbery incident as David E. Allen (54). Allen was linked to the Downtown Banner Bank robbery on December 29, 2022, as well as the South Hill Washington Trust Bank robbery. On January 6, 2023, SPD's Major Crime Unit, along with the SPD SWAT team, arrested Allen at his residence in Deer Park without incident. Allen was booked into the Spokane County Jail and was charged with two counts of 1st Degree Robbery.

Suspect Arrested in Multiple Unprovoked Attacks Charged with Murder

On December 17, 2022, SPD officers responded to three separate assaults involving five victims. The first took place at Wall and Spokane Falls Blvd when a man walked up to two women who were sitting on the ground, sprayed them with bear spray, kicked them in the head, and walked off. Not long after this attack, two people sitting outside a business on W. Main St were both punched in a similar unprovoked manner. Later the same day, a woman standing outside a store in the 9400 block of North Division was also sprayed with bear spray and then kicked without warning or provocation. Several days later, on December 20, 2022, a man in a bathroom of a store in the 9700 block on N. Newport Highway was punched and hit with a hammer in another random attack.

SPD's Major Crimes Unit immediately began investigating these seemingly unrelated attacks and eventually investigators were able to piece the separate incidents together and develop probable cause to charge a suspect. Gary B. Ault was charged with Assault 1st Degree, Assault 2nd Degree, Assault 3rd Degree, and Unlawful Possession of a Firearm 1st Degree. Ault was booked into the Spokane County Jail. His bond was set at \$175,000. Ault has 14 prior felony convictions to include Burglary, Theft, and Possession of Stolen Property.

Spokane County Sheriff's Office Major Crime Detectives were investigating a murder in north Spokane County when they developed probable cause to charge 37-year-old Gary B. Ault with Murder 1st Degree and Burglary 1st Degree in the death of 83-year-old Richard Purdy on December 26, 2022. SCSO Investigators worked with SPD Major Crimes Detectives after they learned Ault was already in custody at the Spokane County Jail on separate charges brought by the Spokane Police Department on December 27, 2022.

Violent Crimes Task Force

The Violent Crimes Task Force continues its focus on removing prolific and violent offenders from the streets. Since becoming operational in June of this year, the VCTF has successfully taken into custody over 45 individuals identified as violent offenders, who were actively wanted for crimes ranging from drive by shooting, first degree assault and murder. The VCTF works in cooperation with the Spokane Police Departments investigative and tactical units as well as our federal partners in the pursuit of violent criminal offenders.



On January 6, 2023, SPD officers arrested Shayne J. Winston (20) and Devin K. Robinson (20) for multiple charges to include money laundering, forgery, and organized crime. VCTF recovered about 251.1 grams of cocaine still in a brick form, ammunition, \$15,000 cash and four vehicles.

VCTF arrested Winston for 3 counts of unlawful possession of a firearm in the first degree, possession of a controlled substance in the 1st degree and 2nd degree theft. Robinson was arrested for money laundering, forgery and leading organized crime. Both were booked into the Spokane County Jail where they currently remain.



Outreach Update

Thrive International

Community Outreach officers met with Thrive International to plan future collaboration, such as classes for new refugees. SPD has delivered classes to foreign-born communities involved with other local non-profits about how to report a crime, what to do if stopped, if they are a victim of a crime, and other law enforcement interactions.

Interacting with Law Enforcement Course includes:

- The various law enforcement agencies and their role: Local, state, and federal (Customs, Homeland Security, FBI, DEA).
- SPD's duties: Investigate crimes, community caretaking, education
- Use of Force
- Due Process
- How to Report a Crime (911 vs Crime Check), what happens next
- What to Do when Police are knocking at your door
- What to Do if you are stopped and detained, or stopped while driving
- Domestic Violence (what constitutes a DV relationship, mandatory arrest)
- No-Contact Orders
- Parental Discipline (what is considered assault and abuse)
- Police Investigations (including our work with advocacy organizations, translators)
- Understanding Consent per Washington State law
- Community Outreach, Community Resource Officers, Other Units in SPD

SPD also brought over Refugee Cards, which individuals can present to police whenever there is an interaction. The card lists their native language and a contact person who can help them.

SPD's K9 Unit was also involved in helping the Ukrainian refugee community that Thrive serves. The communities were in need of linens and school supplies for the children. K9 handlers reached out to their fellow SPD officers and together they were able to purchase more than 100 bedding articles and plenty of school supplies to bless community members. A visit from K9 Ciro made the delivery even more special.



Northeast Community Center

Community Outreach officers met with leadership at Northeast Community Center to discuss future collaborations, including the Farmers Markets, Hillyard Festival, and summer programming.

Safety Education with Boy Scouts

A Community Outreach Officer met with Boy Scout Troop #151 at Skyline Elementary. The officer spoke with the troop about safety issues of which they should be aware. This included stranger contacts, walking home and what to do if they get lost. The officer also spoke to the children about police work and showed them police equipment.

NewTech Advisory Board

Community Outreach officers met with the Newtech (Skills Center) Criminal Justice class committee to discuss future partnerships. SPD's teen prevention program, Youth & Police Initiative (YPI), will be taught in March at the school.

Martin Luther King Jr. Day Parade

Community Outreach Officers and SPD leadership participated in the pre-parade gathering and marched in the parade. Chief Meidl received a thank you note from Freda Gandy, Director at the MLK Center and coordinator for the event. "Hi Chief. Your officers did an amazing job yesterday. Kevin Keller is amazing to work with. Thank you for everything."



Spokane Police TAC Team officers worked the Walk for Life march on new "Fat Tire" bikes made specifically for snow and icy conditions. They started the morning on snow covered streets in downtown Spokane and then escorted the march through the streets. The community engagement was great and brought several good comments about the new bikes from citizens. Most importantly, there were no bicycle wrecks or injuries even though the streets were slick.



7 - Office of Police Ombudsman Monthly Report

December 2022 Monthly Report from OPO.

Attachments

[12-2022.pdf](#)

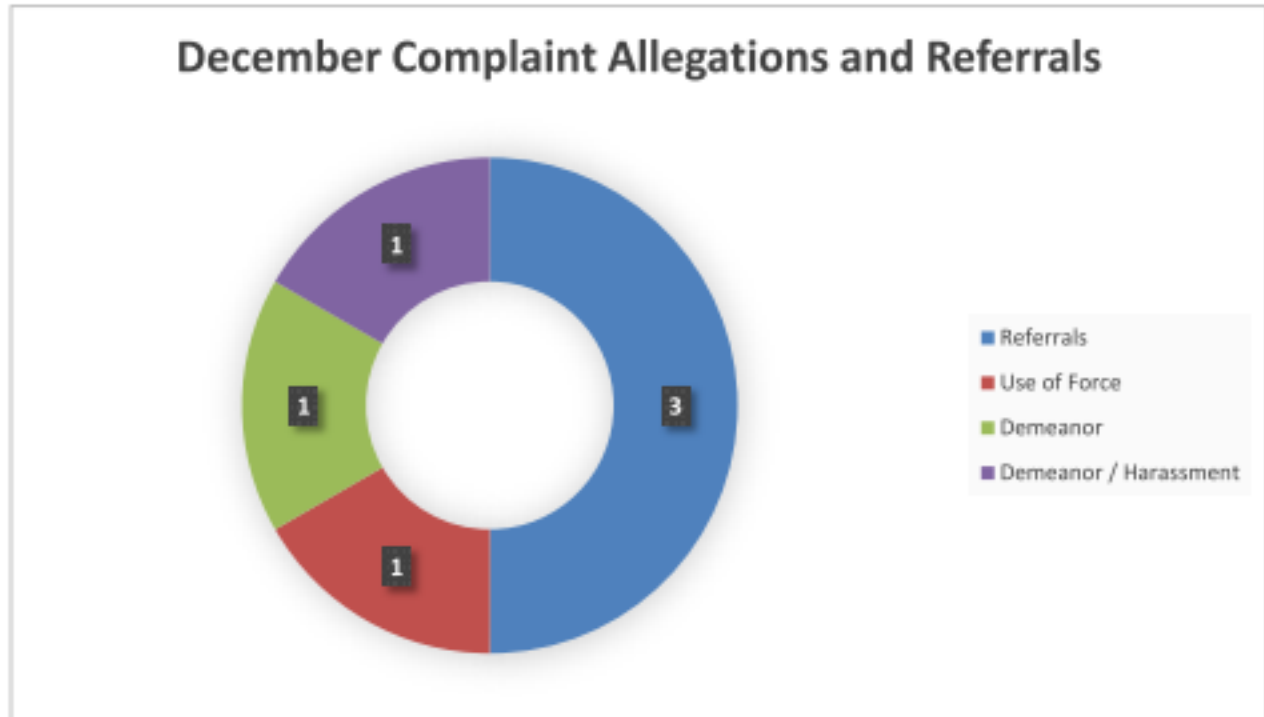


Office of the Police Ombudsman

Public Safety & Community Health Committee Report

Reporting Period: December 1 – 31, 2022

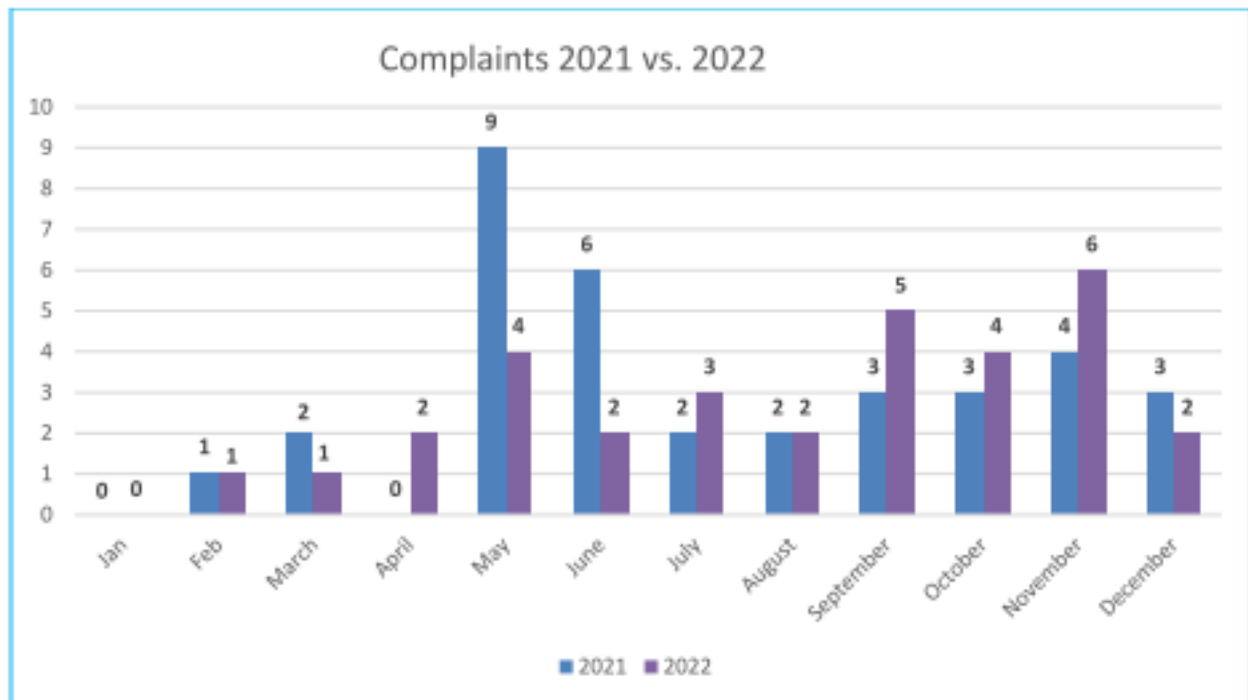
Complaints/Referrals/Contacts



Highlights:

In December, the Office of the Police Ombudsman (OPO) submitted 3 Complaints to Internal Affairs, and 3 Referrals to various agencies. Highlights include:

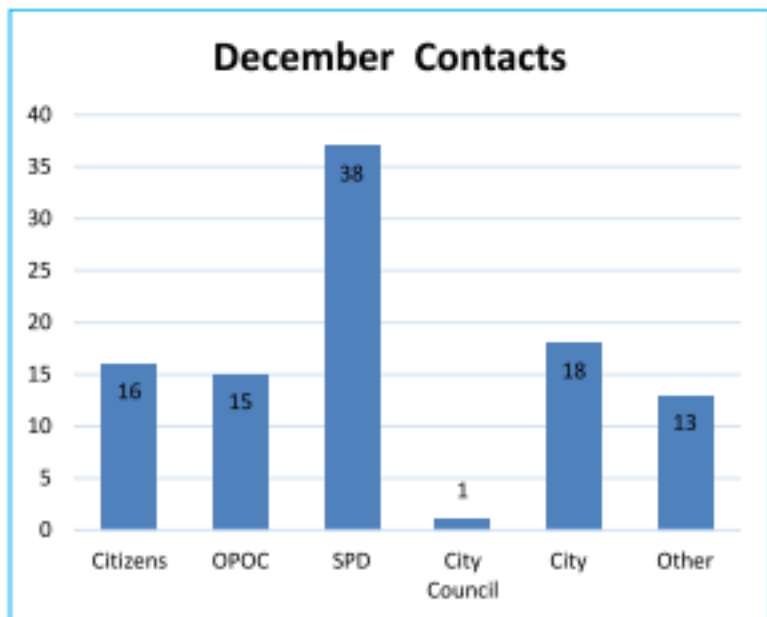
- OPO 22-34: A community member had a concern about how officers responded to the Lewis and Clark High School active shooter hoax. They had questions about officer tactics and if there had been force used against students.
- OPO 22-37: A community member was filming an officer during a traffic stop and was concerned about the officer's response to the community member filming.
- OPO 22-38: A community member was arrested for obstruction and believes there was no reason for the arrest.
- ER22-61: A community member wanted to report an RV dumping their black tank into an alley; Code Enforcement.
- ER 22-63: A community member has concerns about the treatment occurring in the City run homeless shelter; 311.



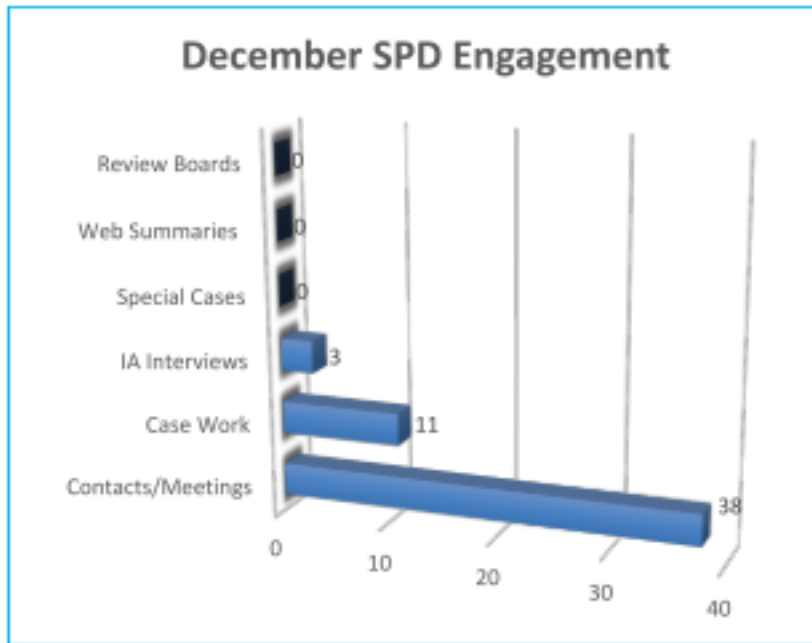
Contacts/Oversight:

Contacts/Oversight

- 100 total contacts
- 5 OPO interviews were conducted
- 38 total SPD contacts
- 3 IA contacts



Oversight Activities



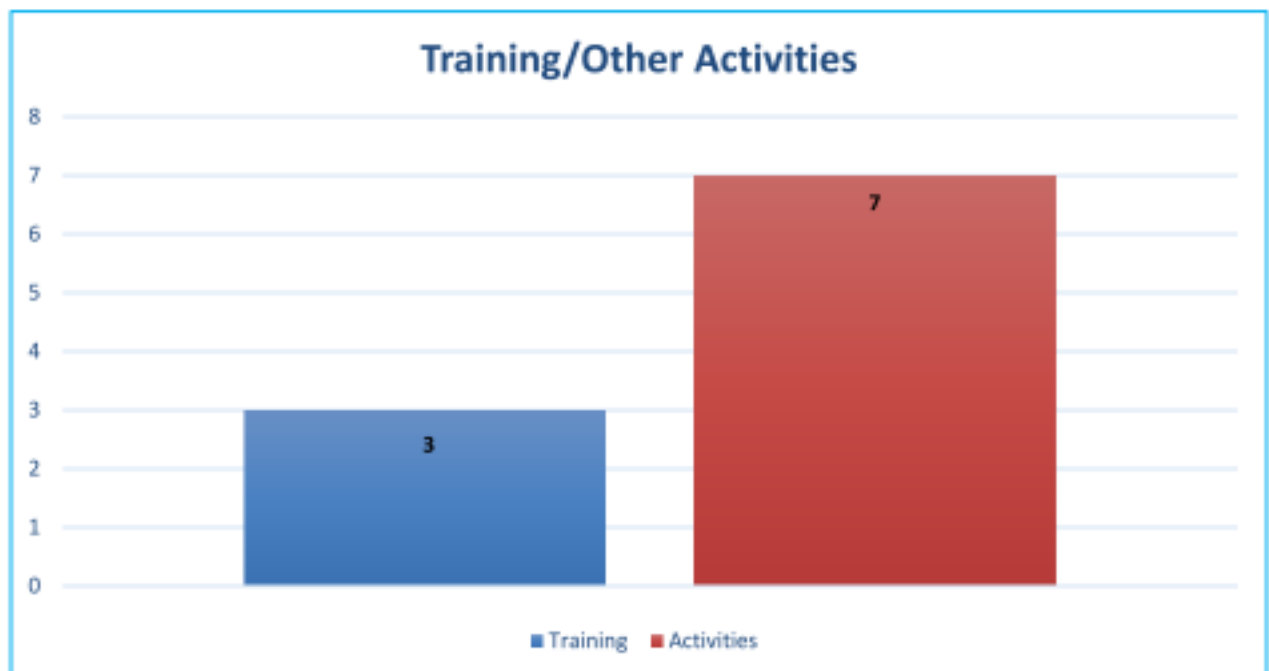
Case Work

7 – Cases certified
3 – Cases returned for further investigation
1 – Declined to certify

Critical Incident

SPD Officer Involved
Shooting – 12.04.22,
Morton and Illinois

Training/Other Activities



Highlights:

- Training – SPD Sgt’s Academy, SPD Ride Alongs (3)
- Other Community Meetings – OPOC December Meeting, Celebrate Recovery, Leadership Spokane Meetings (2), Public Health and Safety Committee Meeting
- Oversight/Outreach – Independent Investigation, NACOLE Board/Staff Meetings (2), Other NACOLE Meetings (2), WSCJTC Meeting

Upcoming:

- OPO / OPOC Annual Report
- Employee Performance Appraisal Review
- WSCJTC Sub-Committee Meeting

Office of the Police Ombudsman Commission Meeting:

Held virtually, the 3rd Tuesday of every month at 5:30pm

Agendas and meeting recordings can be found at:

<https://my.spokanecity.org/bcc/commissions/ombudsman-commission/>

8 - Crime Check Service Overview Report from SREC

Cathcart, Michael

Service Overview presentation slides provided by Spokane Regional Emergency Communications Executive Director Lori Markham.

| For Discussion

Attachments

[SREC Spokane City Council 1-30-23.pdf](#)

Services Overview

for Spokane City Council

Lori Markham, Executive Director
January 30, 2023



About SREC

- Formed in 2019 as a Public Development Authority to improve emergency service operations and prepare for technology future.
- As a primary Public Safety Answer Point (PSAP), answer emergency and non-emergency calls for all of Spokane County
- Manage and support GIS data, ensuring accuracy critical to emergency response
- 23 radio sites, fully redundant network core for resiliency, back up communications center
- Support and maintain 4,911 field radios



Our Members & Partners

Member Agencies

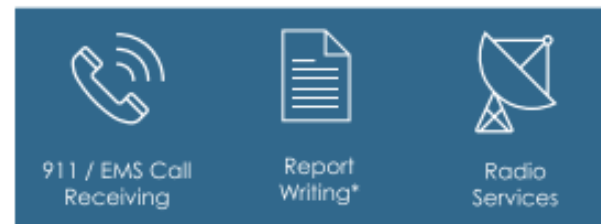
- Airway Heights Fire Department
- Airway Heights Police Department
- Cheney Fire Department
- EWU Police Department
- Kalispel Tribe Public Safety Department
- Liberty Lake Police Department
- Spokane County Sheriff's Office
- Spokane County Fire Districts 2, 3, 4, 5, 8, 9, 10, 11, 12 and 13
- Spokane Fire Department
- Spokane Valley Fire Department
- Spokane Valley Police Department



Partner Agencies

- Cheney Police Department
- Spokane Airport Police
- Spokane Police Department*

Partner agencies triage and dispatch their own calls



**SREC currently provides Crime Check report writing and radio services for SPD as part of the 1/10th of 1% Emergency Communications Tax*

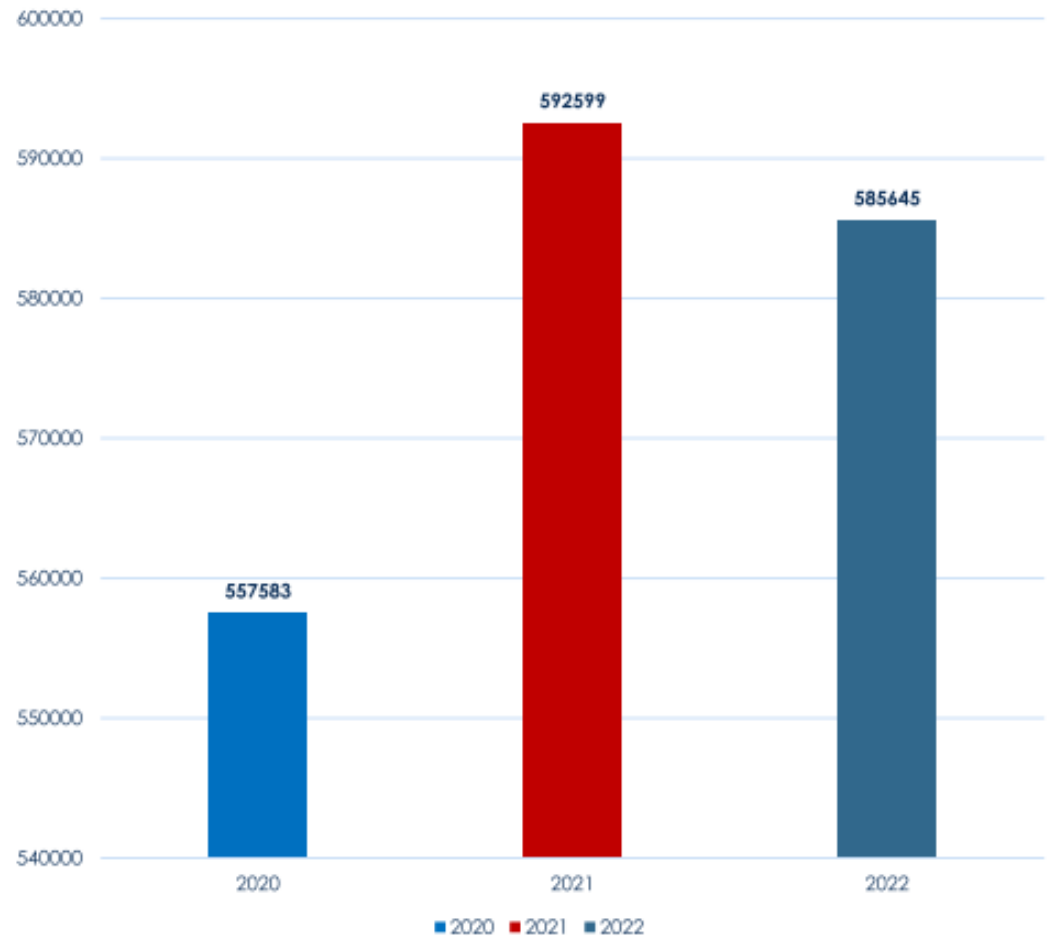


Call Types

1. Medical
2. Abandoned Calls
3. Welfare Checks
4. Reckless Driving
5. Suspicious Circumstances
6. Suspicious Person
7. Suspicious Vehicle



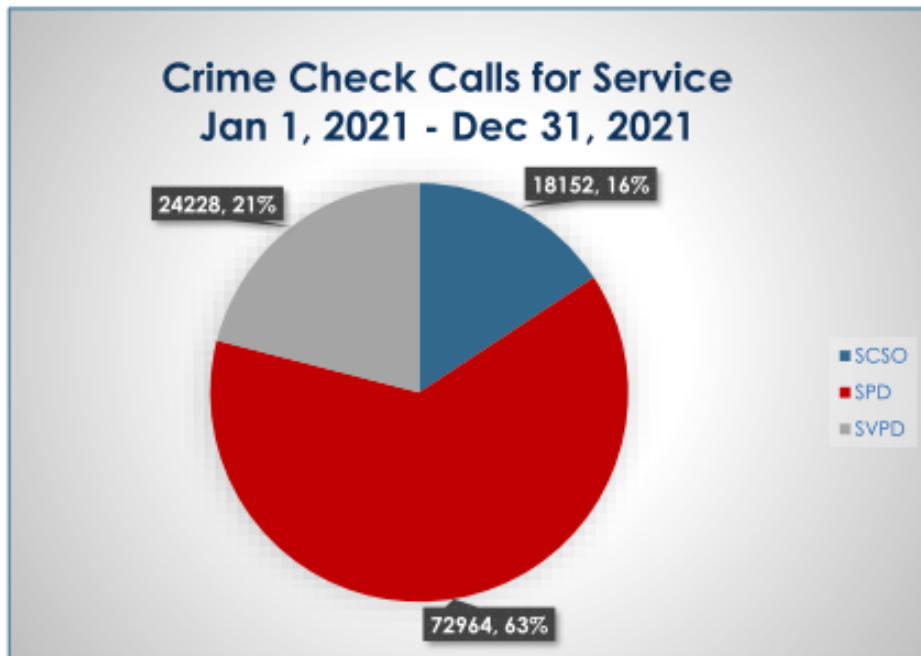
Call Trends*



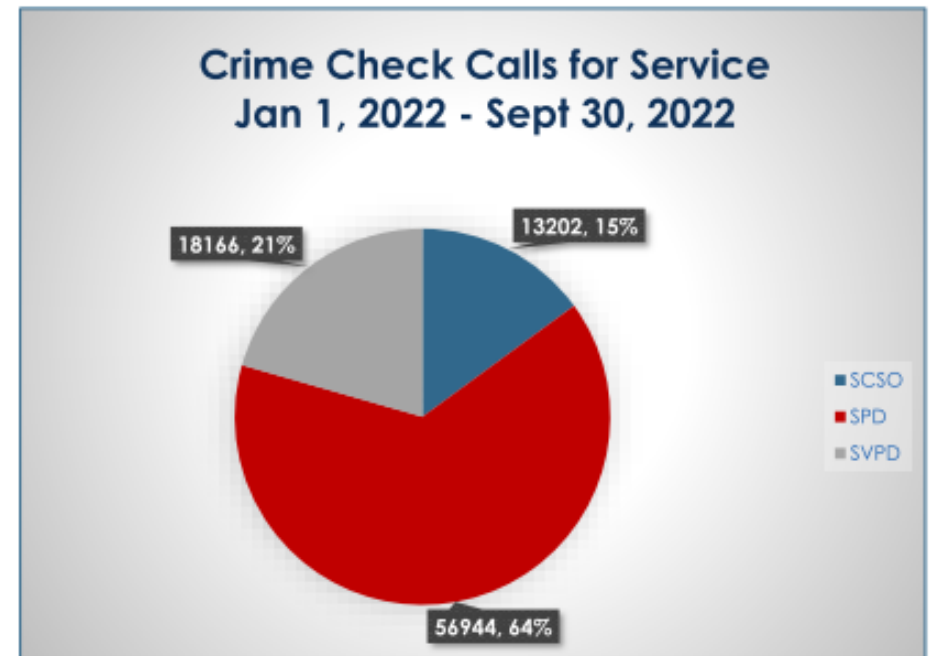
Crime Check Call Stats

11 seconds: 2022 average hold time for 911 calls

15 seconds: 2022 average hold time for Crime Check calls



2021: SPD average Crime Check **6,080** calls per month

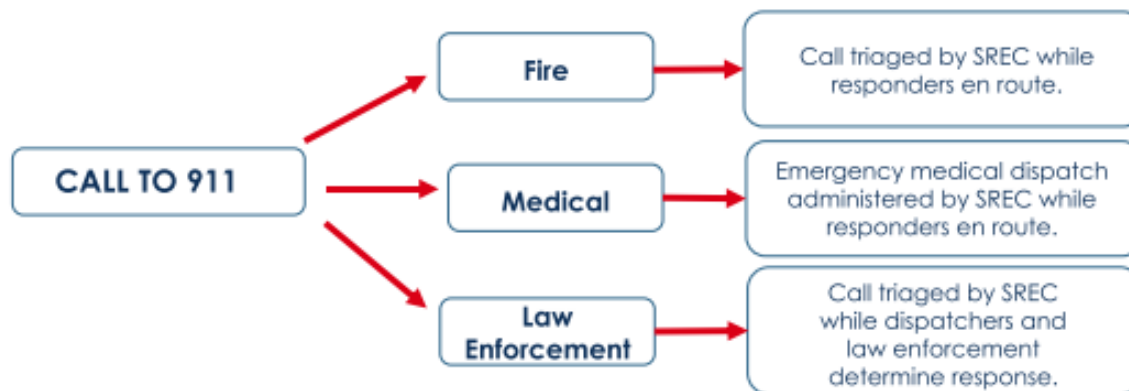


2022: SPD average Crime Check **6,327** calls per month*

*Through 9/30/22



911 CALL PROCESS



CRIME CHECK CALL PROCESS



When to call Crime Check vs. 911

CRIME CHECK

- Report for Crime No-longer in Progress
- Victim/Witness to Previous Crime
- Information about Previous Crime
- Add Information to Existing Crime Report

911

- Immediate threat or danger to persons or property

When in doubt, always call 911

When you call 911...

First, take a breath and stay calm.

- 1** Share your location and phone number. Provide nearby cross streets or landmarks.



- 2** Clearly state your emergency.



- 3** Be prepared to answer questions and follow instructions.



- 4** Call us back if anything changes.



Thank you.



9

10 min

9 - SFD Update

Schaeffer, Brian

Topics TBD

| For Discussion

10 - Wildland Urban Interface (WUI) Fuels Mitigation Work

Schaeffer, Brian

Council Sponsors: CMs Kinnear/Cathcart - Introduction of the SFD Wildland Resource Planner and creation of a fuels mitigation plan to improve wildland fire outcomes on City-owned land.

| For Discussion

Attachments

[PSCHC 2023 February Fuels Mitigation.docx](#)

[SFD Wildland Resource Planner.pptx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Spokane Fire Department/ Fire Prevention Division
Contact Name	Chief Brian Schaeffer
Contact Email & Phone	Schaeffer, Brian (bschaeffer@spokanecity.org) 509-625-7001
Council Sponsor(s)	CMs Kinnear and Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 30
Agenda Item Name	Wildland Urban Interface (WUI) Fuels mitigation work
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>With Legislative support, the Fire Department (SFD) added a Wildland Resource Planner position in 2022. A key responsibility of this position is to evaluate all City-owned land and create a fuels mitigation plan. The implementation of the plan will lead to Spokane becoming a wildland fire resilient community. Prepared communities combined with a healthy, resilient landscape are priorities across Washington State to improve wildland fire outcomes. Nick Jeffries has started this fuels mitigation work on City Property at several areas in the first month of the year. Mr. Jeffries has leveraged his relationships with the Department of Natural Resources (DNR) to utilize the DNR post-release hand crew at no cost to the City. The team has mitigated over 30 acres so far. In comparison to contracting the service, the cost saved over \$60k. The savings is a direct benefit to the Wastewater Department and the Water Department for these two initial plots of land. Mr. Jeffries has written and submitted a Federal Grant for Wildland Urban Interface fuels mitigation to fund on-going critical projects across the City's jurisdiction. The grant request is for 1.5 million Federal Funding that will be spread over the next five years. Grant notification should happen in the next two-three weeks.</p>
Proposed Council Action	N/A - Discussion only
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring 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? As we perform fuels reduction in the City, there will be direct benefits to our vulnerable populations that border all these City properties over the next ten years. Vulnerable populations that face difficulty preparing for, and responding to, wildfire can those people and families suffering poverty, people with disabilities, people over 65 years old, and households with no car (www.wildfirerisk.org)	

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

N/A

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

The fuels mitigation program will track the number of acres treated and the total dollars spent per acre treated as the program develops.

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?



WILDLAND PLANNER

NICHOLAS JEFFRIES
LANCE DAHL, FIRE MARSHAL
BRIAN SCHAEFFER, FIRE CHIEF

MY EXPERIANCE

NICHOLAS JEFFRIES

- Marine Corps Infantry
- Spokane Community College and Gonzaga University, Environmental Studies major with lots of natural resource credits
- 14 years Wildland firefighting with hundreds of incidents
- 4 years running offender hand crews, doing forestry and wildfire for Department of Natural Resources, DNR
- 6 years as Landowner Assistance forester for DNR





WHAT IS FUELS REDUCTION?

Essentially it Removes vegetation to lessen the threat of wildfire. This specific unit was masticated to mitigate the brush layer too.



PRE-TREATMENT



POST TREATMENT - 1 WEEK



POST TREATMENT - 6 MONTHS

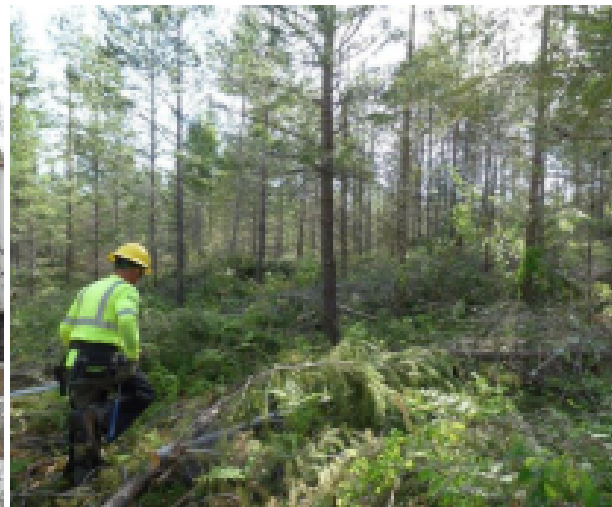
Prescription:

10-15 foot spacing

Prune up 10 feet

Chip or masticate any cut materials





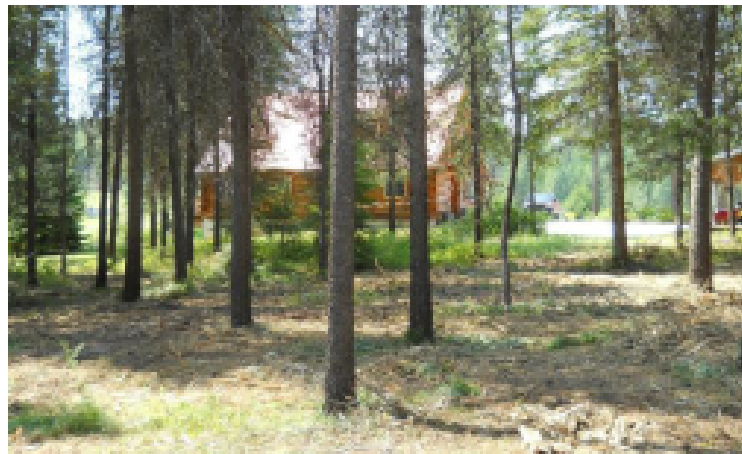
HAND CREWS WITH WOOD-CHIPPERS VS MATORATORS



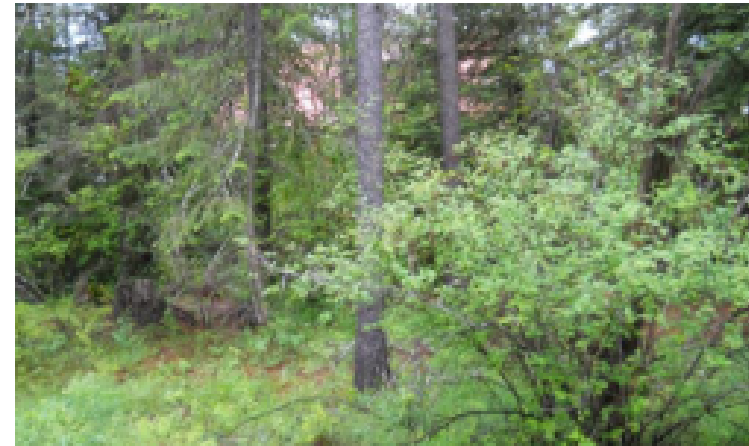


WA DNR COST SHARE PROGRAM

WA DNR 50/50 cost share primarily applies to private ground and focuses on small acreage. The advantage for the City of Spokane is that our Grant match is 25%, so the City's dollars can mitigate more acres per dollar spent. The City will be focusing on larger acreages



WA DNR 50/50 Cost Share :
The Landowner either pays 50% of the cost of the work to a contractor or performs the work themselves. The landowner is reimbursed up to 50%, no greater than the capped allocation amount.



Forest Improvement - *Thinning, Pruning, Slash Disposal, Brush Control*





Of the approximate **11,400 acres** owned by the City of Spokane, The Spokane Fire department estimates at least **3000 acres need to be treated now** and will need a **10-15 year maintenance plan** to keep it fire resistant. This is not counting the thousands of acres outside city ownership that could be treated.





COMMUNITY WILDFIRE DEFENSE GRANT (FEDERAL)

The Community Wildfire Defense Grants are intended to help at-risk local communities and Tribes plan and reduce the risk against wildfire.

Amount applied for \$1,500,000

Spokane City Parks, Conservation Futures
\$50,000

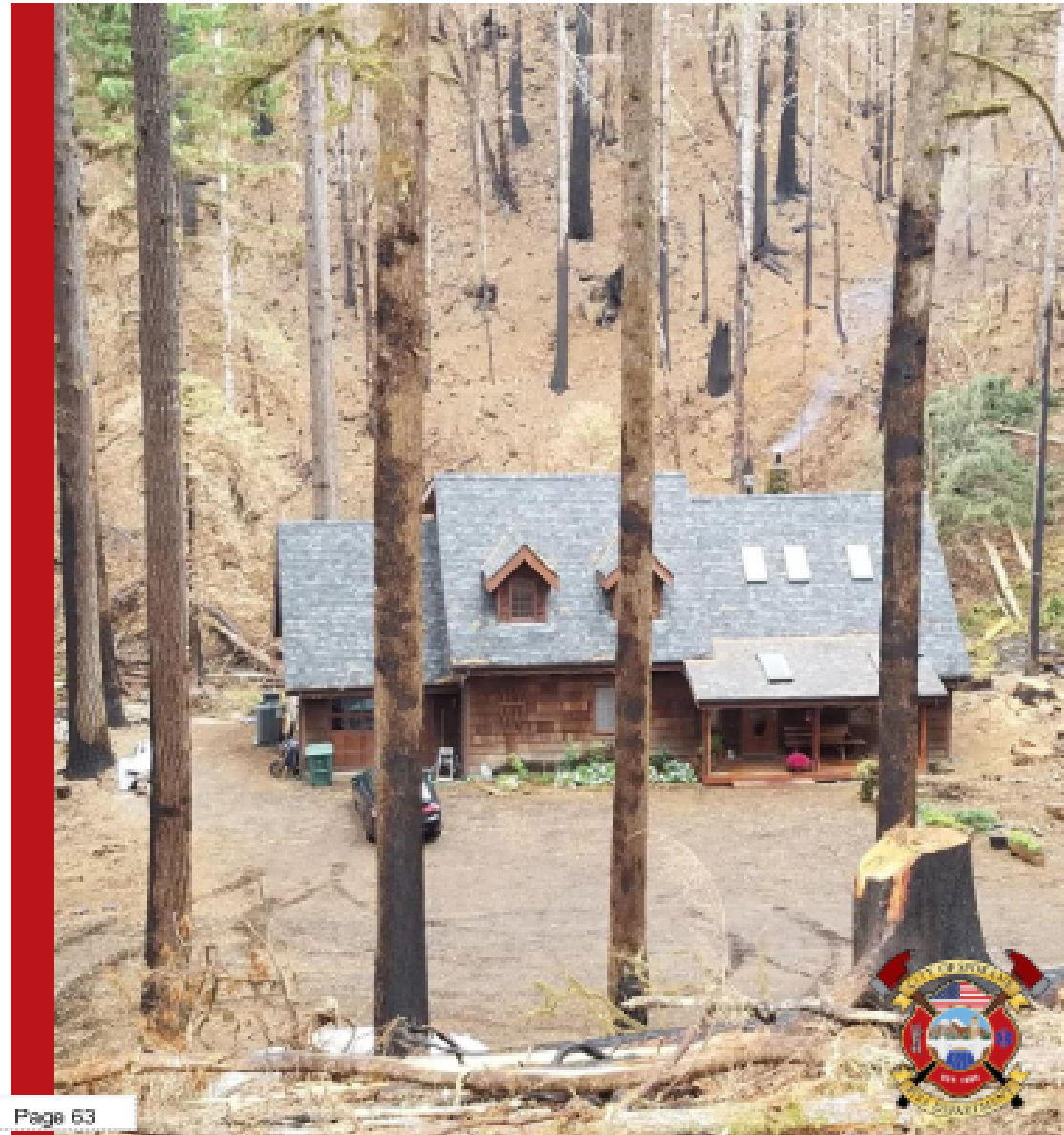
Avista \$25,000 for 5 years, totaling \$125,000

City needs \$200,000

Total Match \$375,000

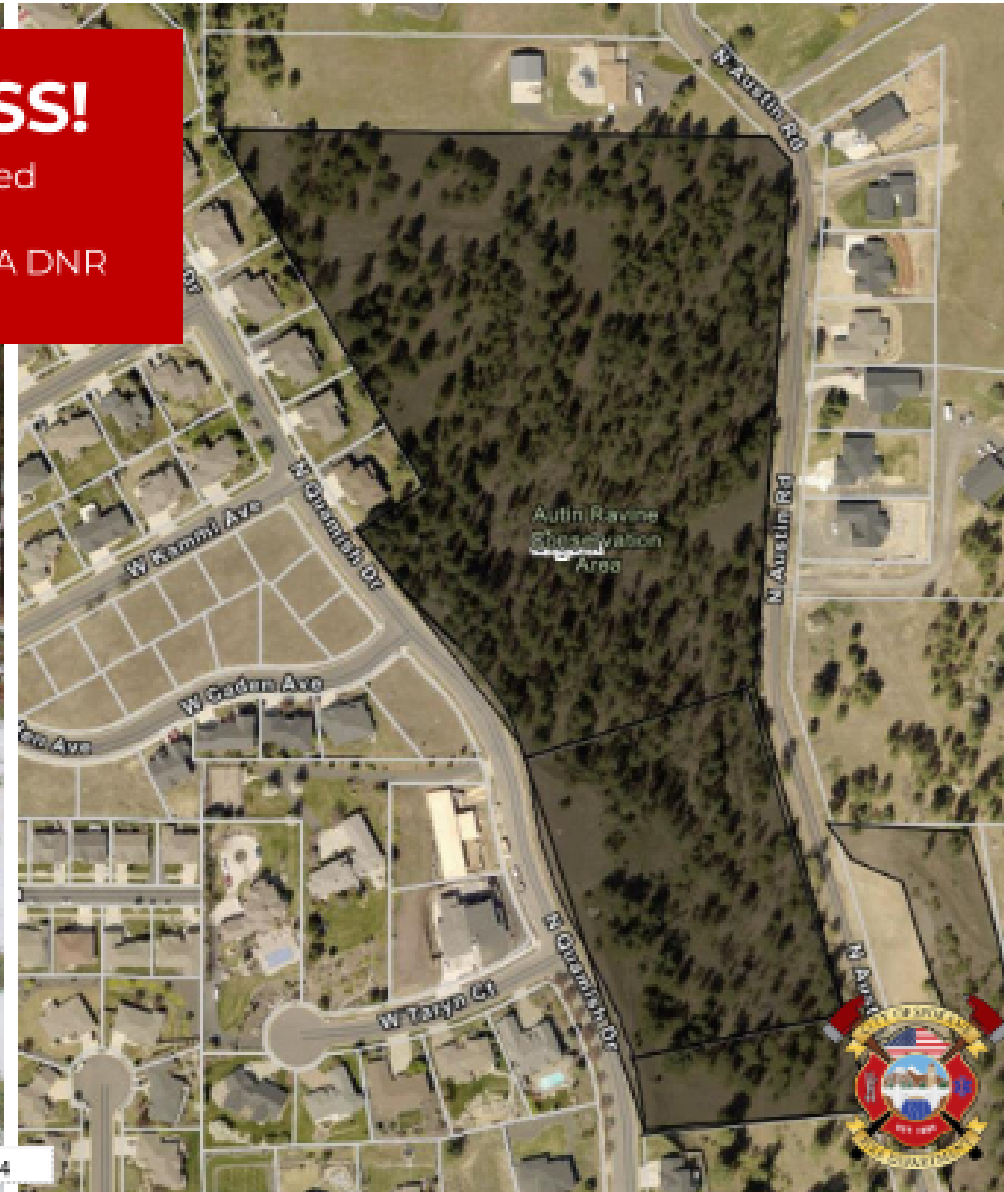
Total funding for fuels \$1,875,000

Grant funds require a 75/25 Match,
which means the City of Spokane will
be responsible for 25%.



WORK IN PROGRESS!

Seventeen acres in Austin Ravine thinned and ready for chipping when the weather breaks. Work completed by WA DNR post release crew





PROJECTS TO COME WITH WA DNR



11 acres off Excell lane



Start 75 acres adjacent of Indian Canyon Golf Course





Potential private land work coordinated by SFD

Other ownerships including private lands

- BNSF Railroad
- Spokane County
- WA DOT
- WA State Parks
- HOA's, Homeowners associations
 - Eagle Ridge already set aside \$25,000
- Tribal land



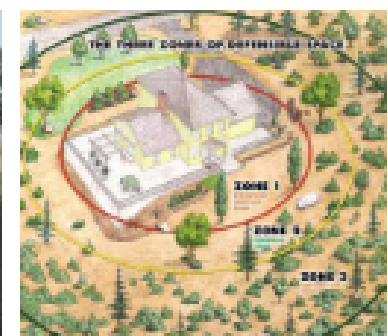
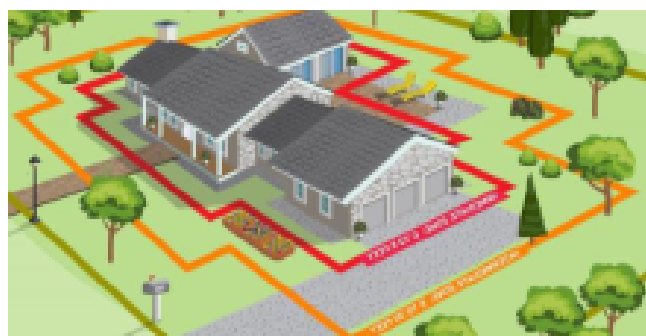
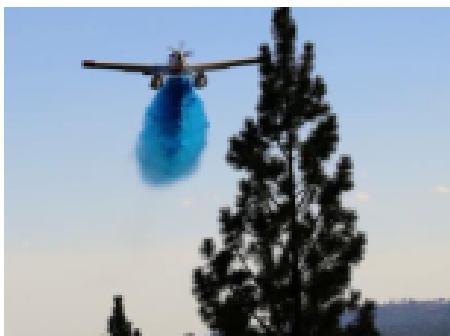
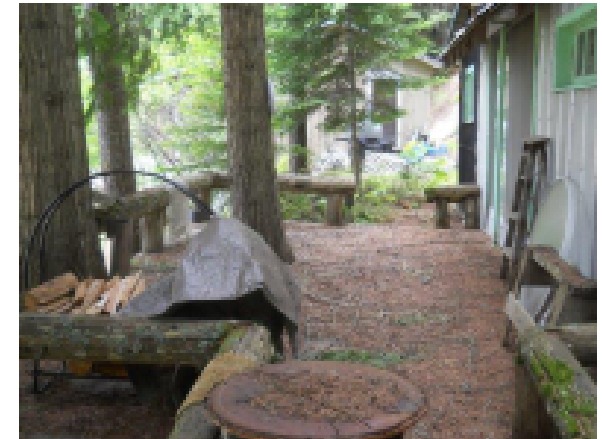


HOME IGNITION ZONE (HIZ) EDUCATION



Education on what can be done prior to having a wildfire. How to protect your home from wildfires?

- ✓ WA DNR's Wildfire Ready Neighbor
- ✓ HIZ assessments
- ✓ Forest thinning advice and referral to the WA DNR's private lands cost share program





QUESTIONS?

Nick Jeffries
njeffries@spokanecity.org
(509) 981-1176

11

10 min

11 - SPD Update

Meidl, Craig

Topics TBD

| For Discussion

12 - Public Safety Response Times

Discussion with Shawna Ernst -SPD

13 - SPD Forfeiture Reserves Discussion

*Beggs, Breean, Meidl,
Craig*

Council Sponsor: CP Beggs - Discussion on Chief Meidl's request to set a minimum reserve in the Forfeiture fund that is sufficient for performing drug buys and replacing undercover vehicles.

| For Discussion

Attachments

[_Briefing Paper SPD Forfeiture Budget Reserves.docx](#)

[2022 3Q Forfeiture Proceeds and Expenditure Report.pdf](#)

[Spokane Police Dept 2022 Q3 State Share Status Report, with supporting docs.pdf](#)

[2022 4Q Forfeiture Proceeds and Expenditure Report.pdf](#)

[Spokane Police Dept 2022 Q4 State Share Status Report, with supporting docs.pdf](#)

[2019 Forfeiture Proceeds and Expenditure Report.pdf](#)

[2020 SPD Asset Forfeiture Report.pdf](#)

[2021 4Q Forfeiture and Expenditure Spreadsheet - Draft.pdf](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	SPD Forfeiture Reserves Discussion
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Discussion on Chief Meidl's request to set a minimum reserve in the Forfeiture fund that is sufficient for performing drug buys and replacing undercover vehicles.
Proposed Council Action	N/A – discussion only at this poin
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this is a discussion only with no specific proposal.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – this is a discussion only with no specific proposal.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this is a discussion only with no specific proposal.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A – this is a discussion only with no specific proposal.	



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2022 Asset Forfeiture Report

Updated 10/27/22

2022 Forfeiture Proceeds by Quarter

1st Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$204,311.76
Gross Proceeds	\$231,289.45	
Auction Costs/Commissions	(\$4,276.38)	
State 10% Share	(\$22,701.31)	

2nd Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$4,863.37
Gross Proceeds	\$6,165.00	
Auction Costs/Commissions	(\$761.25)	
State 10% Share	(\$540.38)	

3rd Quarter

Federal Net Proceeds		\$75,277.52
State Net Proceeds		\$104,673.83
Gross Proceeds	\$118,889.25	
Auction Costs/Commissions	(\$2,585.00)	
State 10% Share	(\$11,630.43)	

4th Quarter

Federal Net Proceeds		
State Net Proceeds		
Gross Proceeds		
Auction Costs/Commissions		
State 10% Share		

2022 TOTALS

Federal Net Proceeds		\$75,277.52
State Net Proceeds		\$313,848.96
Total		\$389,126.48



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2022 Forfeiture Expenditures by Quarter

1st Quarter

Federal Funds		\$0.00
State Funds		\$10,638.27
CI Funds	\$8,320.00	
Bad debt write-off	\$2,318.27	

2nd Quarter

Federal Funds		\$0.00
State Funds		\$27,273.06
CI Funds	\$23,190.00	
Surveillance Equipment	\$4,038.81	
UC Car Licensing	\$44.25	

3rd Quarter

Federal Funds		\$31,699.57
Gardner Furniture	6,294.45	
Community Based Program	25,000.00	
Holsters	405.12	
State Funds		\$132,551.46
CI Funds	4,470.00	
UC Cars	64,730.59	
Cellebrite Software	62,533.64	
Investigations Equipment	817.23	

4th Quarter

Federal Funds		
State Funds		

2022 TOTALS

Federal Funds		\$31,699.57
State Funds		\$170,462.79
Total		\$202,162.36

DRUG
FORFEITED PROPERTY STATUS REPORT
Per RCW 69.50.505(8)(c) and (9)(a)

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 3rd Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
3/15/17	7/5/22 Currency Deposit	17-005 / 2017-20002047	Currency		3,560.25	3,560.25	356.03
8/30/18	7/5/22 Currency Deposit	18-043 / 2018-20057905	Currency		114.00	114.00	11.40
8/30/18	7/5/22 Currency Deposit	18-037 / 2018-20072741	Currency		1,400.00	1,400.00	140.00
10/5/18	7/5/22 Currency Deposit	18-036 / 2018-20115854	Currency		4,610.00	4,610.00	461.00
10/5/18	7/5/22 Currency Deposit	18-036 / 2018-20115854	Currency		643.00	643.00	64.30
1/28/19	7/5/22 Currency Deposit	18-044 / 2018-20122513	Currency		1,551.00	1,551.00	155.10
7/20/18	7/5/22 Currency Deposit	18-046 / 2018-20123389	Currency		2,400.00	2,400.00	240.00
7/20/18	7/5/22 Currency Deposit	18-046 / 2018-20123389	Currency		4,530.00	4,530.00	453.00
7/20/18	7/5/22 Currency Deposit	18-046 / 2018-20123389	Currency		470.00	470.00	47.00
7/20/18	7/5/22 Currency Deposit	18-046 / 2018-20123389	Currency		340.00	340.00	34.00
9/7/18	7/5/22 Currency Deposit	18-049 / 2018-20133924	Currency		3,737.00	3,737.00	373.70
9/7/18	7/5/22 Currency Deposit	18-049 / 2018-20133924	Currency		610.00	610.00	61.00
12/20/18	7/5/22 Currency Deposit	18-052 / 2018-20140687	Currency		9,250.00	9,250.00	925.00
12/20/18	7/5/22 Currency Deposit	18-052 / 2018-20140687	Currency		2,000.00	2,000.00	200.00
12/20/18	7/5/22 Currency Deposit	18-052 / 2018-20140687	Currency		7,000.00	7,000.00	700.00

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
12/20/18	7/5/22 Currency Deposit	18-052 / 2018-20140687	Currency		160.00	160.00	16.00
12/20/18	7/5/22 Currency Deposit	18-052 / 2018-20140687	Currency		3,281.00	3,281.00	328.10
1/4/21	7/5/22 Currency Deposit	18-089 / 2018-20147725	Currency		1,163.00	1,163.00	116.30
1/4/21	7/5/22 Currency Deposit	18-089 / 2018-20147725	Currency		640.00	640.00	64.00
3/8/19	7/5/22 Currency Deposit	18-061 / 2018-20165190	Currency		21.00	21.00	2.10
3/8/19	7/5/22 Currency Deposit	18-061 / 2018-20165190	Currency		211.00	211.00	21.10
3/8/19	7/5/22 Currency Deposit	18-061 / 2018-20165190	Currency		9,095.00	9,095.00	909.50
3/8/19	7/5/22 Currency Deposit	18-061 / 2018-20165190	Currency		50.00	50.00	5.00
3/8/19	7/5/22 Currency Deposit	18-061 / 2018-20165190	Currency		1,189.00	1,189.00	118.90
3/8/19	7/5/22 Currency Deposit	18-061 / 2018-20165190	Currency		7,012.00	7,012.00	701.20
4/24/19	7/5/22 Currency Deposit	19-017 / 2019-20011995	Currency		348.00	348.00	34.80
4/24/19	7/5/22 Currency Deposit	19-017 / 2019-20011995	Currency		5,095.00	5,095.00	509.50
6/3/20	7/5/22 Currency Deposit	19-064 / 2019-20209439	Currency		1,246.00	1,246.00	124.60
2/26/20	7/5/22 Currency Deposit	19-066 / 2019-20220261	Currency		60.00	60.00	6.00
2/26/20	7/5/22 Currency Deposit	19-066 / 2019-20220261	Currency		1,240.00	1,240.00	124.00
2/26/20	7/5/22 Currency Deposit	19-069 / 2019-20225583	Currency		1,596.00	1,596.00	159.60
6/1/20	7/5/22 Currency Deposit	20-031 / 2020-20082102	Currency		10,673.00	10,673.00	1,067.30
6/1/20	7/5/22 Currency Deposit	20-031 / 2020-20082102	Currency		1,957.00	1,957.00	195.70
6/1/20	7/5/22 Currency Deposit	20-035 / 2020-20089459	Currency		1,105.00	1,105.00	110.50
6/1/20	7/5/22 Currency Deposit	20-035 / 2020-20089459	Currency		691.00	691.00	69.10

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
6/1/20	7/5/22 Currency Deposit	20-035 / 2020-20089459	Currency		1,043.00	1,043.00	104.30
6/23/21	7/5/22 Currency Deposit	21-016 / 2020-20221362	Currency		75.00	75.00	7.50
6/23/21	7/5/22 Currency Deposit	21-016 / 2020-20221362	Currency		1,510.00	1,510.00	151.00
6/23/21	7/5/22 Currency Deposit	21-016 / 2020-20221362	Currency		278.00	278.00	27.80
1/12/22	7/5/22 Currency Deposit	21-005 / 2021-20010330	Currency		678.00	678.00	67.80
9/20/21	7/5/22 Currency Deposit	21-013 / 2021-20040340	Currency		4,767.00	4,767.00	476.70
3/15/17	6/30/22 - 7/7/22 Online Auction	17-005 / 2017-20002047	Ammo		23.34	17.50	1.75
3/8/19	6/30/22 - 7/7/22 Online Auction	18-061 / 2018-20165190	brown handgun holster		8.34	6.25	0.63
3/8/19	6/30/22 - 7/7/22 Online Auction	18-061 / 2018-20165190	6 rounds		5.00	3.75	0.38
3/15/17	6/30/22 - 7/7/22 Online Auction	17-005 / 2017-20002047	ammo		23.33	17.50	1.75
8/30/18	6/30/22 - 7/7/22 Online Auction	18-037 / 2018-20072741	Hi-point Holster		5.00	3.75	0.38
7/20/18	6/30/22 - 7/7/22 Online Auction	18-046 / 2018-20123389	.380 ammunition		8.34	6.25	0.63
7/20/18	6/30/22 - 7/7/22 Online Auction	18-046 / 2018-20123389	loose ammunition		8.33	6.25	0.63
6/1/20	6/30/22 - 7/7/22 Online Auction	20-031 / 2020-20082102	ammo		8.33	6.25	0.63
3/15/17	6/30/22 - 7/7/22 Online Auction	17-005 / 2017-20002047	.223 ammo		23.33	17.50	1.75
3/15/17	6/30/22 - 7/7/22 Online Auction	17-005 / 2017-20002047	9mm ammo		8.33	6.25	0.63
12/20/18	6/30/22 - 7/7/22 Online Auction	18-052 / 2018-20140687	9mm ammo		8.33	6.25	0.63
2/26/20	6/30/22 - 7/7/22 Online Auction	19-069 / 2019-20225583	Hover Scooter		105.00	78.75	7.88
4/27/18	6/30/22 - 7/7/22 Online Auction	17-049 / 2017-20108412	Misc ammunition		5.00	3.75	0.38
6/29/22	9/10/22 Auction	22-008 / 2021-20153120	MOTORCYCLE #0G7841	6,040.00	3,000.00	2,655.00	265.50

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
6/29/22	9/10/22 Auction	22-008 / 2021-20153120	MOTORCYCLE, 2013 HARLEY, IC7260	9,280.00	4,750.00	4,230.00	423.00
6/29/22	9/10/22 Auction	22-008 / 2021-20153120	MOTORCYCLE #0G7628	1,910.00	3,500.00	3,105.00	310.50
4/21/22	9/10/22 Auction	19-012 / 2019-20021634	White 2004 BMW WA #BDM7028	2,437.00	3,000.00	2,590.00	259.00
4/21/22	9/10/22 Auction	19-012 / 2019-20021634	1999 Black Mercedes WA #BMG9500	3,025.00	1,500.00	1,240.00	124.00
6/8/22	9/10/22 Auction	22-001 / 2022-20014121	2009 Volkswagen Tiguan WVGAV75N49W526995	2,325.00	5,500.00	4,905.00	490.50
TOTALS					118,889.25	116,304.25	11,630.43

Send report following each calendar quarter to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**DUI VEHICLE
FORFEITED PROPERTY STATUS REPORT
Per RCW 46.61.5058(10) and (12)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 3rd Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report following each calendar quarter to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**MONEY LAUNDERING
FORFEITED PROPERTY STATUS REPORT
Per RCW 9A.83.030(6)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 3rd Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report following each calendar quarter to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**SEXUAL EXPLOITATION CRIMES
REMITTANCE FORM
Per RCW 9A.88.150(8)(c)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 3rd Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report quarterly to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in
the Prostitution Prevention and Intervention Acct. – 777

**PROPERTY INVOLVED IN A FELONY
REMITTANCE FORM
Per RCW 10.105.010(7)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 3rd Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report annually to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**CHILD PORNOGRAPHY
REMITTANCE FORM
Per RCW 9.68A.120(10)(a)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 3rd Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report quarterly to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the Prostitution Prevention and Intervention Acct. – 777

Custom Master Case Report

Container: Currency 004 in Location: Currency Vault 004

Case number: 2019-20225883

Offense Date: 12/01/2019

Expiration Date: 11/30/2022

Case Officer: 1067 - LESSER, SCOTT

Jurisdiction: City of Spokane

Offense Location: North East Spokane

Offense Type: PCS - Possession of Controlled Substance

Item Number: 014

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$1596 CASH LOCATED ON TYRONE



21)
Value: \$1,596.00

Container: Currency 004 in Location: Currency Vault 004 Totals

of Cases = 1 # of Items = 1

Total Value: \$1,596.00

Container: Currency 007 in Location: Currency Vault 007

Case number: 2018-20057905

Offense Date: 03/29/2018

Expiration Date: 03/28/2021

Case Officer: 106 - WILLARD, JOHN E

Jurisdiction: City of Spokane

Offense Location: 2nd/Washington

Offense Type: DCS - Delivery Controlled Substance

Item Number: 007

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: 2145 currency to include 100\$ buy money



21)
Value: \$214.00

Case number: 2018-20122513

Offense Date: 06/26/2018

Expiration Date: 06/25/2021

Case Officer: 1190 - BROOKS, WINSTON

Jurisdiction: City of Spokane

Offense Location: 4301 W Sunset Blvd

Offense Type: PCS - Possession of Controlled Substance

Item Number: 004

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: 1551 dollars



21)
Value: \$1,551.00

Container: Currency 007 in Location: Currency Vault 007 Totals

of Cases = 2 # of Items = 2

Total Value: \$1,765.00

Custom Master Case Report

Container: Currency 021 in Location: Currency Vault 021

Case number: 2018-20140687

Offense Date: 07/25/2018

Expiration Date: 07/24/2021

Case Officer: 501 - PALMER, BRUCE

Jurisdiction: City of Spokane

Offense Location: 1307 Grand Ronde Kennewick, Wa

Offense Type: DCS - Delivery Controlled Substance

Item Number: 002

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$9250 from 1124 w. Astor, pasco

Value: \$9,250.00

Item Number: 011

Packaging/Quantity/Item Type: Baggie with - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$2000 left front pants pocket Chavez 1307 Grand Ronde, Kennewick, Wa-bahr

Value: \$2,000.00

Item Number: 019

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$7,000 N/E Bedroom 1307 Grand Ronde laundry room Dahle

Value: \$7,000.00

Item Number: 020

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$160 N/E Bedroom 1307 Grand Ronde laundry room Dahle

Value: \$160.00

Item Number: 026

Packaging/Quantity/Item Type: Drug Envelope - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$3281 from lopez_mehring

Value: \$3,281.00

Container: Currency 021 in Location: Currency Vault 021 Totals

of Cases = 1 # of Items = 5

Total Value: \$21,691.00

Container: Currency 055 in Location: Currency Vault 055

Case number: 2018-20147725

Offense Date: 08/07/2018

Expiration Date: 08/06/2021

Case Officer: 501 - PALMER, BRUCE

Jurisdiction: City of Spokane

Offense Location: 2011 E. 56th Ave

Offense Type: DCS - Delivery Controlled Substance

Item Number: 014

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$1163 US currency master bedroom PB

Value: \$1,163.00

Item Number: 015

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$620 US currency hallway closet BP

Value: \$640.00

Container: Currency 055 in Location: Currency Vault 055 Totals

of Cases = 1 # of Items = 2

Total Value: \$1,803.00

Custom Master Case Report

Container: Currency 056 in Location: Currency Vault 056

Case number: 2019-20011995

Offense Date: 01/20/2019

Expiration Date: 01/19/2022

Case Officer: 1067 - LESSER, SCOTT

Jurisdiction: City of Spokane

Offense Location: NE Spokane

Offense Type: PCS - Possession of Controlled Substance

Item Number: 004

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: 348 dollars taken off of Barton during his arrest



Value: \$348.00

Container: Currency 056 in Location: Currency Vault 056 Totals

of Cases = 1 # of Items = 1

Total Value: \$348.00

Container: Currency 060 in Location: Currency Vault 060

Case number: 2018-20123389

Offense Date: 06/27/2018

Expiration Date: 06/26/2021

Case Officer: 501 - PALMER, BRUCE

Jurisdiction: City of Spokane

Offense Location: INDIANA X PINES

Offense Type: DCS - Delivery Controlled Substance

Item Number: 012

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$2400 US currency



Value: \$2,400.00

Item Number: 013

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$4530 US currency on Brendan's person



Value: \$4,530.00

Item Number: 014

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$470 US currency found on arm chair in living room



Value: \$470.00

Item Number: 015

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$340 US currency bedroom dresser



Value: \$340.00

Container: Currency 060 in Location: Currency Vault 060 Totals

of Cases = 1 # of Items = 4

Total Value: \$7,740.00

Container: Currency 063 in Location: Currency Vault 063

Case number: 2021-20010330

Offense Date: 01/22/2021

Expiration Date: 01/22/2024

Case Officer: 1206 - BROWNELL, MARK

Jurisdiction: City of Spokane

Offense Location: Spokane Valley WA

Offense Type: PCS - Possession of Controlled Substance

Item Number: 080

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$678 cash from Kirk's Person at arrest



Value: \$678.00

Container: Currency 063 in Location: Currency Vault 063 Totals

of Cases = 1 # of Items = 1

Total Value: \$678.00

Custom Master Case Report

Container: Currency 064 in Location: Currency Vault 064

Case number: 2018-20072741

Offense Date: 04/20/2018

Expiration Date: 04/19/2021

Case Officer: 1206 - BROWNELL, MARK

Jurisdiction: City of Spokane

Offense Location: 1608 E Desmet

Offense Type: PCS - Possession of Controlled Substance

Item Number: 004

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins ✓

Seizure Type: Drug Seizure 69.50

Item Description: \$1,400 in US currency



Value: \$1,400.00

Case number: 2018-20115854

Offense Date: 06/18/2018

Expiration Date: 06/17/2021

Case Officer: 1273 - HAYWARD, ELIJAH

Jurisdiction: City of Spokane

Offense Location: 3021 E Wellesley Ave

Offense Type: PCS - Possession of Controlled Substance

Item Number: 005

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins ✓

Seizure Type: Drug Seizure 69.50

Item Description: cash



Value: \$4,610.00

Item Number: 015

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins ✓

Seizure Type: Drug Seizure 69.50

Item Description: cash



Value: \$643.00

Container: Currency 064 in Location: Currency Vault 064 Totals

of Cases = 2 # of Items = 3

Total Value: \$6,653.00

Container: Currency 065 in Location: Currency Vault 065

Case number: 2020-20082102

Offense Date: 05/17/2020

Expiration Date: 05/17/2023

Case Officer: 1190 - BROOKS, WINSTON

Jurisdiction: City of Spokane

Offense Location: North Spokane

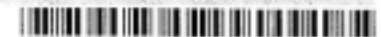
Offense Type: DCS - Delivery Controlled Substance

Item Number: 029

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins ✓

Seizure Type:

Item Description: \$1957 cash (\$1000 cash given back to Ricky & Julie as settlement by Ofc. Brooks)



Value: \$1,957.00

Case number: 2020-20089459

Offense Date: 05/28/2020

Expiration Date: 05/28/2023

Case Officer: 1190 - BROOKS, WINSTON

Jurisdiction: City of Spokane

Offense Location: 5th Ave / N Maple St

Offense Type: PCS - Possession of Controlled Substance

Item Number: 019

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins ✓

Seizure Type:

Item Description: \$1043 cash from brown bag in trunk (\$500 cash given back to Ricky & Julie as settlement by Ofc. Brooks)



Value: \$1,043.00

Container: Currency 065 in Location: Currency Vault 065 Totals

of Cases = 2 # of Items = 2

Total Value: \$3,000.00

Custom Master Case Report

Container: Currency 067 in Location: Currency Vault 067

Case number: 2020-20080459

Offense Date: 05/28/2020

Expiration Date: 05/28/2023

Case Officer: 1190 - BROOKS, WINSTON

Jurisdiction: City of Spokane

Offense Location: 5th Ave / N Maple St

Offense Type: PCS - Possession of Controlled Substance

Item Number: 001

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$1105 cash from Julie's pocket



Value: \$1,105.00

Item Number: 002

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$691 cash from Julie's wallet



Value: \$691.00

Container: Currency 067 in Location: Currency Vault 067 Totals

of Cases = 1 # of Items = 2

Total Value: \$1,796.00

Container: Currency 071 in Location: Currency Vault 071

Case number: 2018-20165190

Offense Date: 08/21/2018

Expiration Date: 08/20/2021

Case Officer: 1190 - BROOKS, WINSTON

Jurisdiction: City of Spokane

Offense Location: 20 E Pineridge Ct #20

Offense Type: MCSDEL - Manufacture w/intent to Deliver

Item Number: 011

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$21 cash from center console



Value: \$21.00

Item Number: 014

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$211 cash from change holder left side of steering wheel



Value: \$211.00

Item Number: 020

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$50 cash from black Nike backpack



Value: \$50.00

Item Number: 034

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$1189 cash removed from Lucas Ellerman



Value: \$1,189.00

Item Number: 035

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$7012 cash removed from Lucas Ellerman



Value: \$7,012.00

Container: Currency 071 in Location: Currency Vault 071 Totals

of Cases = 1 # of Items = 5

Total Value: \$8,483.00

Custom Master Case Report

Container: Currency 072 in Location: Currency Vault 072

Case number: 2020-20221362

Offense Date: 12/25/2020

Expiration Date: 12/25/2023

Case Officer: 1067 - LESSER, SCOTT

Jurisdiction: City of Spokane

Offense Location: Ash/Mallon In Spokane, WA

Offense Type: PCS - Possession of Controlled Substance

Item Number: 016

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: 75 dollars cash from fanny pack and Wallet



20

Value: \$75.00

Item Number: 027

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: 1510 dollars from Michaela's bra at jail



20

Value: \$1,510.00

Item Number: 030

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: 278 dollars from Coach purse



20

Value: \$278.00

Container: Currency 072 in Location: Currency Vault 072 Totals

of Cases = 1 # of Items = 3

Total Value: \$1,863.00

Container: Currency 074 in Location: Currency Vault 074

Case number: 2017-20002047

Offense Date: 01/13/2017

Expiration Date: 01/13/2020

Case Officer: 394 - MEHRING, JAY P

Jurisdiction: City of Spokane

Offense Location: 2108 E Sharp Spokane, WA

Offense Type: DCS - Delivery Controlled Substance

Item Number: 001

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: 3560.25 USD mixed denom



20

Value: \$3,560.25

Container: Currency 074 in Location: Currency Vault 074 Totals

of Cases = 1 # of Items = 1

Total Value: \$3,560.25

Container: Currency 081 in Location: Currency Vault 081

Case number: 2021-20040340

Offense Date: 03/14/2021

Expiration Date: 03/13/2024

Case Officer: 1402 - RHINE, DANIEL

Jurisdiction: City of Spokane

Offense Location: 1527 N Regal St

Offense Type: ASSLTDV - Assault Domestic Violence 1st, 2nd, & 3rd

Item Number: 004

Packaging/Quantity/Item Type: Brown paper bag containing - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$4,767 in cash



20

Value: \$4,767.00

Container: Currency 081 in Location: Currency Vault 081 Totals

of Cases = 1 # of Items = 1

Total Value: \$4,767.00

Custom Master Case Report

Container: Currency 082 in Location: Currency Vault 082

Case number: 2018-20165190

Offense Date: 08/21/2018

Expiration Date: 08/20/2021

Case Officer: 1190 - BROOKS, WINSTON

Jurisdiction: City of Spokane

Offense Location: 20 E Pineridge Ct #20

Offense Type: MCSDEL - Manufacture w/intent to Deliver

Item Number: 018

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$9095 cash from Batman backpack



Value: \$9,095.00

Container: Currency 082 in Location: Currency Vault 082 Totals

of Cases = 1 # of Items = 1

Total Value: \$9,095.00

Container: SEIZ CURRENCY 05 in Location: Currency Vault 094

Case number: 01-0801416

Offense Date: 04/18/2001

Expiration Date: 12/31-4714

Case Officer: 295 - BARRINGTON, JEFF

Jurisdiction: City of Spokane

Offense Location:

Offense Type: PCS - Possession of Controlled Substance

Item Number: 189483/019

Packaging/Quantity/Item Type: No Package Needed - Qty: 1 - Currency/coins

Seizure Type:

Item Description: us currency ****BUY MONEY****



Value: \$80.00

Case number: 2018-20034485

Offense Date: 02/22/2018

Expiration Date: 02/21/2021

Case Officer: 1206 - BROWNELL, MARK

Jurisdiction: City of Spokane

Offense Location: 1919 N Hutchinson Rd

Offense Type: PCS - Possession of Controlled Substance

Item Number: 006.001

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type:

Item Description: Drug Buy Money (40 buy money)



Value: \$40.00

Case number: 2018-20133924

Offense Date: 07/11/2018

Expiration Date: 07/10/2021

Case Officer: 649 - ECKERSLEY, BRIAN G

Jurisdiction: City of Spokane

Offense Location: 1200 E Illinois

Offense Type: PCS - Possession of Controlled Substance

Item Number: 004

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$3,720 from fanny pack and \$17 from Vaultz bag



Value: \$3,737.00

Item Number: 015

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$610 from Pelican case



Value: \$610.00

Container: SEIZ CURRENCY 05 in Location: Currency Vault 094 Totals

of Cases = 3 # of Items = 4

Total Value: \$4,467.00

Custom Master Case Report

Stored In Location - Currency Vault 099

Case number: 2019-20220261

Offense Date: 11/21/2019

Expiration Date: 11/20/2022

Case Officer: 1273 - HAYWARD, ELIJAH

Jurisdiction: City of Spokane

Offense Location: Lidgerwood/ Bridgeport

Offense Type: PCS - Possession of Controlled Substance

Item Number: 004

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$60



Value: \$60.00

Stored In Location - Currency Vault 099 Totals

of Cases = 1 # of Items = 1

Total Value: \$60.00

Stored In Location - Currency Vault 100

Case number: 2019-20209439

Offense Date: 11/04/2019

Expiration Date: 11/03/2022

Case Officer: 1067 - LESSER, SCOTT

Jurisdiction: City of Spokane

Offense Location: Nevada/Sharpsburg In Spokane, WA

Offense Type: PCS - Possession of Controlled Substance

Item Number: 001

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: \$1246 cash from Barton's pants pocket



Value: \$1,246.00

Case number: 2019-20220261

Offense Date: 11/21/2019

Expiration Date: 11/20/2022

Case Officer: 1273 - HAYWARD, ELIJAH

Jurisdiction: City of Spokane

Offense Location: Lidgerwood/ Bridgeport

Offense Type: PCS - Possession of Controlled Substance

Item Number: 015

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: Cash



Value: \$1,240.00

Stored In Location - Currency Vault 100 Totals

of Cases = 2 # of Items = 2

Total Value: \$2,486.00

Stored In Location - Currency Vault 101

Case number: 2020-20082102

Offense Date: 05/17/2020

Expiration Date: 05/17/2023

Case Officer: 1190 - BROOKS, WINSTON

Jurisdiction: City of Spokane

Offense Location: North Spokane

Offense Type: DCS - Delivery Controlled Substance

Item Number: 015

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Currency/coins

Seizure Type: Drug Seizure 69.50

Item Description: us currency found in gray zip up bag by S. Lesser in sw corner bedroom at the foot of the bed



Value: \$10,673.00

Stored In Location - Currency Vault 101 Totals

of Cases = 1 # of Items = 1

Total Value: \$10,673.00

Custom Master Case Report

Stored In Location - Currency Vault 102

Case number: 2019-20011995

Offense Date: 01/20/2019

Expiration Date: 01/19/2022

Case Officer: 1067 - LESSER, SCOTT

Jurisdiction: City of Spokane

Offense Location: NE Spokane

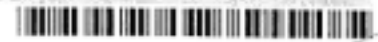
Offense Type: PCS - Possession of Controlled Substance

Item Number: 022

Packaging/Quantity/Item Type: Clear money bag - Qty: 1 - Paper

Seizure Type: Drug Seizure 69.50

Item Description: 5095 dollars taken from purse on dash of Barton's truck



Value: \$5,095.00

Stored In Location - Currency Vault 102 Totals

of Cases = 1 # of Items = 1

Total Value: \$5,095.00

Grand Total

of Cases = 21 # of Items = 43

Total Value: \$97,619.25

Consignor Settlement

Reinland Equipment Auction
P.O.Box 2545
Post Falls, ID 83877
Phone: 208-457-9611

CO #:	20626
Date:	6/24/2022
Page:	1

Consignor: R4
 Spu - Siu (online)

Auction: June 30, 2022 - July 7, 2022

Lot#	Lead	Transaction Description	Amount
424	BOX W/ MISC. AMMO 3,6,7,8,10,11	Invoice Sale Price	50.00
		Commission	(12.50)
425	BOX W/ 223 AMMO 1,4,9 - NO SHIPPING	Invoice Sale Price	70.00
		Commission	(17.50)
426	BOX W/ HOLSTERS, AMMO 2,5,13 - NO SHIPPING	Invoice Sale Price	15.00
		Commission	(3.75)
526	HOVER 1 SCOOTER 12	Invoice Sale Price	105.00
		Commission	(26.25)
		Payment to Consignor - Check # 3826	(180.00)

Total Quantity:	4.00
Total Invoice Sale Price:	240.00
Total Commission: (60.00)
Total Due to Consignor:	180.00
Total Payments: (180.00)
Balance:	<u>0.00</u>

No inventory remains for this consignment order

Consignor Settlement

Reinland Equipment Auction
P.O.Box 2545
Post Falls, ID 83877
Phone: 208-457-9611

CO #:	20909
Date:	9/2/2022
Page:	1

Consignor: S1
 Spu - Siu
 1100 W. Mallon
 Spokane, WA 99260
 Phone: 509-993-7961

Auction: September 10, 2022

Lot#	Lead	Transaction Description	Amount	
3012	2013 HARLEY DAVIDSON MOTORCYCLE WHITE	Invoice Sale Price	4,750.00	
		Commission	-475.00	= 4230
3013	2007 DUCATI MOTORCYCLE BLACK	Invoice Sale Price	3,500.00	
		Commission	-350.00	= 3105
3014	2007 YAMAHA MOTORCYCLE ORANGE	Invoice Sale Price	3,000.00	
		Commission	-300.00	= 2655
3029	2004 BMW 545i WHITE	Invoice Sale Price	3,000.00	
		Commission	-300.00	= 2590
3033	1999 MERCEDES E320 BLACK	Invoice Sale Price	1,500.00	
		Commission	-150.00	= 1240
3036	2009 VW TIGUAN GRAY	Invoice Sale Price	5,500.00	
		Commission	-550.00	= 4905
		CO Expense - P.U. FEE: 6 @ \$45.00	(400.00)	
		BATTERY - LOT #3029 - 65		
		BATTERY - LOT #3033 - 65		
		Payment to Consignor - Check # 3982	(18,725.00)	18,725

Total Quantity:	6.00
Total Invoice Sale Price:	21,250.00
Total Expenses: (400.00)
Total Commission: (2,125.00)
Total Due to Consignor:	18,725.00
Total Payments: (18,725.00)
Balance:	50.00

No inventory remains for this consignment order



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2022 Asset Forfeiture Report

Updated 1/18/2023

2022 Forfeiture Proceeds by Quarter

1st Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$204,311.76
Gross Proceeds	\$231,289.45	
Auction Costs/Commissions	(\$4,276.38)	
State 10% Share	(\$22,701.31)	

2nd Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$4,863.37
Gross Proceeds	\$6,165.00	
Auction Costs/Commissions	(\$761.25)	
State 10% Share	(\$540.38)	

3rd Quarter

Federal Net Proceeds		\$75,277.52
State Net Proceeds		\$104,673.83
Gross Proceeds	\$118,889.25	
Auction Costs/Commissions	(\$2,585.00)	
State 10% Share	(\$11,630.43)	

4th Quarter

Federal Net Proceeds		\$1,715.81
State Net Proceeds		\$49,455.00
Gross Proceeds	\$54,950.00	
Auction Costs/Commissions	\$0.00	
State 10% Share	(\$5,495.00)	

2022 TOTALS

Federal Net Proceeds		\$76,993.33
State Net Proceeds		\$363,303.96
Total		\$440,297.29



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2022 Forfeiture Expenditures by Quarter

1st Quarter

Federal Funds		\$0.00
State Funds		\$10,638.27
CI Funds	\$8,320.00	
Bad debt write-off	\$2,318.27	

2nd Quarter

Federal Funds		\$0.00
State Funds		\$27,273.06
CI Funds	\$23,190.00	
Surveillance Equipment	\$4,038.81	
UC Car Licensing	\$44.25	

3rd Quarter

Federal Funds		\$31,699.57
Gardner Furniture	6,294.45	
Community Based Program	25,000.00	
Holsters	405.12	
State Funds		\$132,551.46
CI Funds	4,470.00	
UC Cars	64,730.59	
Cellebrite Software	62,533.64	
Investigations Equipment	817.23	

4th Quarter

Federal Funds		\$70,299.17
Surveillance Equipment	7,256.13	
Gardner Furniture	63,043.04	
State Funds		\$120,259.23
CI Funds	15,900.00	
UC Cars	48,699.79	
Investigations Equipment	709.44	
Retained Vehicles	54,950.00	

2022 TOTALS

Federal Funds		\$101,998.74
State Funds		\$290,722.02
Total		\$392,720.76

DRUG
FORFEITED PROPERTY STATUS REPORT
Per RCW 69.50.505(8)(c) and (9)(a)

Forfeiting Agency Name: Spokane Police Department
 Quarterly Reporting Period: 4th Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
7/13/22	Retention	21-049 / 2021-20146054	2012 Mazda 3	4,250.00	4,250.00	4,250.00	425.00
6/29/22	Retention	22-008 / 2021-20153120; 2022-	2018 Utility Trailer	4,050.00	4,050.00	4,050.00	405.00
10/19/22	Retention	22-038 / 2022-20065640	2011 Infiniti G25	6,125.00	6,125.00	6,125.00	612.50
10/19/22	Retention	22-038 / 2022-20065640	2021 Nissan Maxima	32,525.00	32,525.00	32,525.00	3,252.50
TOTALS					-	-	4,695.00

Send report following each calendar quarter to:
 Washington State Treasurer's Office
 Attn: Forfeiture Administrator
 PO Box 40202
 Olympia, WA 98504-0202
 PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**PROPERTY INVOLVED IN A FELONY
REMITTANCE FORM
Per RCW 10.105.010(7)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 4th Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
8/18/22	Retention	22-027 / 14-67023	2009 Chevy Silverado	8,000.00	8,000.00	8,000.00	800.00
TOTALS					-	-	800.00

Send report annually to:

Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**DUI VEHICLE
FORFEITED PROPERTY STATUS REPORT
Per RCW 46.61.5058(10) and (12)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 4th Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report following each calendar quarter to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**MONEY LAUNDERING
FORFEITED PROPERTY STATUS REPORT
Per RCW 9A.83.030(6)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 4th Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report following each calendar quarter to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in the General Fund – 001

**SEXUAL EXPLOITATION CRIMES
REMITTANCE FORM
Per RCW 9A.88.150(8)(c)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 4th Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report quarterly to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in
the Prostitution Prevention and Intervention Acct. – 777

**CHILD PORNOGRAPHY
REMITTANCE FORM
Per RCW 9.68A.120(10)(a)**

Forfeiting Agency Name: Spokane Police Department
Quarterly Reporting Period: 4th Quarter 2022

Forfeiture Date	Disposition	Owner/Case #	Description	Value at Seizure	Gross Proceeds	Net Sale Proceeds	Owed to State (10% of Net)
		NONE					
TOTALS					-	-	\$0.00

Send report quarterly to:
Washington State Treasurer's Office
Attn: Forfeiture Administrator
PO Box 40202
Olympia, WA 98504-0202
PH: (360) 902-8957; FAX: (360) 704-5101

NOTE: Proceeds owed to the State shall be deposited in
the Prostitution Prevention and Intervention Acct. – 777



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

429204

Forfeited Vehicle Retention Request Form

STEP 1 Officer fills out vehicle information and obtains approval:
 Vehicle description: (Year) **2012** (Make) **Mazda** (Model) **3**
 Trim line and/or other features: _____ VIN: **JM1BL1V86C1675354**
 Report #: **2021-20146054** Item #: **002** Seizure #: **21-049**
 This vehicle will be used for Drug Enforcement or General Law Enforcement use (Circle One)

Sgt. A. DOLLARD #937 10/20/22 [Signature] 469 10/20/22
 Requesting Employee Signature/Date Lieutenant Signature/Date

[Signature] 482 10/20/22
 Captain Signature/Date

**After approval, forward original to Civil Enforcement Unit (CEU)*

STEP 2: Upon Forfeiture, CEU will attach (1) NADA value pulled at time of seizure, (2) Forfeiture Order, and (3) copy of vehicle registration/owner information.
 NADA value at time of seizure **\$4,250.00**
 Vehicle forfeited under RCW **69.50.505 (Drug)**
**Send original to Fleet with copy to Property Supervisor*

STEP 3: Completed by Fleet:
 Is there a need for this vehicle? YES Title Change completed on: 11/1/22
 Date vehicle passed inspection: 10/28/22 Commission Vehicle: 11/9/22
[Signature] 11-15-22
 Fleet Administrator Signature/Date

**Fleet retains original. Forward copy to CEU, SPD Accounting Supervisor, and Property Supervisor*

Fleet will retain original retention paperwork with vehicle paperwork. Once the vehicle is no longer needed, proceeds from the sale of the vehicle will be deposited into either the Drug Fund or General Law Enforcement Fund.
CEU will retain a copy of the retention paperwork in the underlying Seizure File and will report the retention to the State on the next quarterly civil forfeiture status report.
SPD Accounting will remit, when appropriate, the fair market value of the retained vehicle (fair market is the NADA value at the time of the seizure.)

Form rev. 8/31/2022



J.D. POWER



NADAguides Value Report 9/1/2021

**2012 Mazda Mazda3
Sedan 4D i Touring SkyActiv**

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$4,250	\$5,125	\$5,850	\$8,050
Mileage (0)	N/A	N/A	N/A	N/A
Total Base Price	\$4,250	\$5,125	\$5,850	\$8,050

Options

Price + Options	\$4,250	\$5,125	\$5,850	\$8,050
------------------------	---------	---------	---------	---------

Sell my car fast. [Get Offer.](#)



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

ZAZUETA-RIOS, EDGAR
SPOKANE CO DETENTION SRVS
1100 WEST MALLON AVENUE
SPOKANE, WA 99260-0320

Spokane Police Report #: 2021-20146054
Date of Seizure: 8/26/21
Seizure File Number: 21-049
Date of Seizure Notice: 9/9/21
Deadline to Make a Claim: 10/24/21

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

A Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 69.50.505(3).

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEMS FORFEITED

001	\$691.00 in U.S. Currency
002	White 2012 Mazda 3 (WA BYA7750, VIN JM1BL1V86C1675354)

AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING RECONSIDERATION OR OTHER RELIEF

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331 7-6-22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 6 day of July, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

ZAZUETA-RIOS, EDGAR
SPOKANE CO DETENTION SRVS
1100 WEST MALLON AVENUE
SPOKANE, WA 99260-0320

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

July 6, 2022
Date

Spokane, Washington
Place of Signing

David M. Overhoff
Name



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

RAMON GARCIA
3814 ATLANTA LN
PASCO, WA 99301

Spokane Police Report #: 2021-20146054
Date of Seizure: 8/26/21
Seizure File Number: 21-049
Date of Seizure Notice: 9/9/21
Deadline to Make a Claim: 10/24/21

ORDER OF FORFEITURE: NO CLAIM

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A Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 69.50.505(3).

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEMS FORFEITED

002	White 2012 Mazda 3 (WA BYA7750, VIN JM1BL1V86C1675354)
-----	--

AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING RECONSIDERATION OR OTHER RELIEF

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331 6-29-22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 29 day of June, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

RAMON GARCIA
3814 ATLANTA LN
PASCO, WA 99301

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

June 29, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE)
CITY OF SPOKANE)

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the NOTICE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 13th, 20th and 27th days of July and the 3rd, 10th, and 17th days of August 2022, and that said NOTICE was published in every copy of the said paper of said dates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 18th day of August 2022.

TERRI L. PFISTER

City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

ORDER OF FORFEITURE: NO CLAIM

In a seizure conducted by the Spokane Police Department in the State of Washington for the county of Spokane.

Report No.: 2021-20146054; Seizure No.: 21-049; Date of Seizure: 8/26/2021; Deadline to Make a Claim: 5/9/2022

The seizing agency, Spokane Police Department (SPD), to the said potentially interested party, Jose R. Rios:

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

A Notice of Seizure and Intended Forfeiture "Notice" was mailed to Jose R. Rios at the address listed with the Washington State Department of Licensing for vehicle registrations within fifteen days following the date of seizure pursuant to RCW 69.50.505(3). After the mailings were returned, the Notice was published in the City of Spokane Gazette for six consecutive weeks commencing on March 9, 2022.

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the item listed below is hereby forfeited to the Spokane Police Department.

THE FOLLOWING PROPERTY HAS BEEN FORFEITED: Item 002 White 2012 Mazda 3 (WA BYA7750)

AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING RECONSIDERATION OR OTHER RELIEF

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1).

Date of First Publication: July 13, 2022.

Lt. David M. Overhoff #331
Spokane Police Department
1100 W. Mallon Ave
Spokane, WA 99260

WASHINGTON STATE DEPARTMENT OF LICENSING QUERY RESPONSE

REGISTRATION QUERY. VIN/JM1BL1V86C1675354

VIN/JM1BL1V86C1675354.
VCO/.VYR/2012.VMA/MAZD.VMO/3.VST/SD.
LIC/BYA7750.LIT/PAS.
TAB/K265307.EXP/04-08-2022.

REGISTERED OWNER INFORMATION
NAM/GARCIA, RAMON.PIC/WDL24ZP1C63B.
STR/3814 ATLANTA LN.
CIT/PASCO.STA/WA.ZIP/99301--859.

LEGAL OWNER INFORMATION
LEGAL OWNER SAME AS ABOVE

NOTIFICATIONS
THIS VEHICLE HAS BEEN SOLD.
SLD/07-02-2021.
NAM/RIOS , JOSE R.
STR/1241 N BIRCH AVE.
CIT/PASCO.STA/WA.ZIP/99301.CNY/USA.

TITLE INFORMATION
TTL/1809963882.TLD/05-07-2021.
TRACKING INFORMATION - 10/20/2022, 14:28:45 - MKE: V - Source: DOLDB - To: ST405 - ISN:
06FD00WUPK - REF: 06FD00WUOK

SPECIAL BUDGET ORDINANCES

(Requires Two Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36193 Forfeitures & Contributions Fund
 1) Increase appropriations by \$175,000.
 A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.
 B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.
 C) \$10,000 for training.
 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to continue and expand the use of confidential funds.) (Deferred from June 8, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Michael McNab

ORD C36231 Forfeitures & Contributions Fund
 1) Increase appropriations by \$95,000.
 A) Of the increased appropriation; \$95,000 of the increase is to be used for the procurement of used vehicles \$95,000.
 B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

(This action arises from the need to procure additional undercover vehicles.) (Council Sponsors: Council Members Cathcart and Bingle) Michael McNab



ORD C36227 Public Safety Personnel and Crime Reduction Fund
 1) Add two Parking Enforcement Specialist I positions (from 0 to 2) and increase the associated appropriation for salary and benefits by approximately \$89,225.

(This action arises from the need to create an abandoned vehicle unit.) (Council Sponsors: Council Members Cathcart and Stratton)

From: Dollard, Arthur adollard@spokanepolice.org
 Sent: Wednesday, October 5, 2022 9:22 AM
 To: Hayes, Daniel <dhayes@spokanepolice.org>
 Cc: Giddings, Richard <rgiddings@spokanecity.org>
 Subject: Re: Vehicle Costs

Good morning Dan. Where did you get the figure of \$95k? I thought we were approved for a max of 120k that included all costs.

Art

Sent from my Verizon, Samsung Galaxy smartphone
 Get Outlook for Android



SPOKANE POLICE DIVISION

129200

CRAIG N. MEIDL CHIEF OF POLICE

Forfeited Vehicle Retention Request Form

STEP 1 Officer fills out vehicle information and obtains approval:

Vehicle description: (Year) **2018** (Make) **Utility Trailer** (Model) Predator by Stealth
 Trim line and/or other features: All Aluminum VIN: **52LBE2726JE066659**
 Report #: **2021-20153120; 2022-20046832** Item #: **005** Seizure #: **22-008**
 This vehicle will be used for Drug Enforcement or General Law Enforcement use (Circle One)

[Signature] #1245 9/12/22 David W. Duschoff #331 9-2-22
 Requesting Employee Signature/Date Lieutenant Signature/Date

[Signature] 689 9/13/22
 Captain Signature/Date

**After approval, forward original to Civil Enforcement Unit (CEU)*

STEP 2: Upon Forfeiture, CEU will attach (1) NADA value pulled at time of seizure, (2) Forfeiture Order, and (3) copy of vehicle registration/owner information.

NADA value at time of seizure \$4,050.00

Vehicle forfeited under RCW 10.105.010 (Felony); 69.50.505 (Drug); Other _____ (Circle One)

**Send original to Fleet with copy to Property Supervisor*

STEP 3: Completed by Fleet:

Is there a need for this vehicle? YES Title Change completed on: 9/28/22
 Date vehicle passed inspection: 9/27/22 Commission Vehicle: IN PROCESS

[Signature] 11-15-22
 Fleet Administrator Signature/Date

**Fleet retains original. Forward copy to CEU, SPD Accounting Supervisor, and Property Supervisor*

Fleet will retain original retention paperwork with vehicle paperwork. Once the vehicle is no longer needed, proceeds from the sale of the vehicle will be deposited into either the Drug Fund or General Law Enforcement Fund.

CEU will retain a copy of the retention paperwork in the underlying Seizure File and will report the retention to the State on the next quarterly civil forfeiture status report.

SPD Accounting will remit, when appropriate, the fair market value of the retained vehicle (fair market is the NADA value at the time of the seizure.)

Form rev. 8/31/2022





Search for anything

All Categories

Back to search results | Listed in category: Business & Industrial > Heavy Equipment, Parts & Attachments > Heavy Equipment > Industrial Trailers

Share



NEW 8.5x24 8.5 X 24 Snowmobile Enclosed Carhauler Cargo Trailer w/ Ramps

Great 4 Snow Mobiles-4 wheelers- ATVS- RAMP in V-NOSE!

Condition: **New**

Time left: 5d 11h | Tuesday, 9:34PM

Current bid: **US \$4,050.00** [15 bids]

Reserve not met

Bid Amount

Enter US \$4,000.00 or more

Place bid

Add to Watchlist

Shop with confidence

Business Equipment Protection

This item is eligible for \$100,000 in Business Purchase Protection.

[Learn more](#)

Seller information

[trailercountryinc \(855\)](#)

97% Positive feedback

Save this seller

Contact seller

Visit store

[See other items](#)

Ships from United States

Shipping: Freight - Check the item description or [Contact the seller](#) for details | [See details](#)
Located in: Wilkesboro, Georgia, United States

Delivery: Varies

Returns: Seller does not accept returns | [See details](#)

Payments:

[See details](#)

*No interest if paid in full in 6 months on \$99+. | [See terms and apply now](#)

Earn up to 6x points when you use your eBay Mastercard®. [Learn more](#)

Have one to sell? [Sell now](#)

Similar sponsored items

[Feedback on...](#)

NEW 2023 8.5 X 20 ENCLOSED CARGO MOTORCYCLE SNOWMOBIL...

New **\$7,795.00**

+ shipping

NEW 2023 8.5 X 24 10K V-NOSED ENCLOSED CARGO MOTORCYCLE TRAILER ATV...

New **\$8,695.00**

+ shipping
7 watchers

2015 H&H ENCLOSED CARGO TRAILER 20 FEET

Pre-owned **\$6,500.00**

0 bids
+ shipping
Seller 100% positive

NEW 8.5x20 8.5 x 20 Enclosed Carhauler Cargo Trailer

New **\$8,550.00**

+ shipping
29 watchers

2004 Express 6x10 en cargo trailer

Pre-owned **\$3,900.00**

0 bids
+ shipping
Seller 100% positive

Sponsored items from this seller

[Feedback on...](#)



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

JOSEPH H AND ANGELA J SPAULDING
3204 EAST LAKEVIEW ROAD
WASILLA, AK 99654

Spokane Police Report #: 2021-20153120;
2022-20046832
Date of Seizure: 3/21/2022
Seizure File Number: 22-008
Date of Seizure Notice: 3/30/2022
Deadline to Make a Claim: 5/14/2022

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

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The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEMS FORFEITED

Item#	Description
005	2018 UTILITY TRAILER AK 7341SU; VIN 52LBE2726JE066659



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

**AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING
RECONSIDERATION OR OTHER RELIEF**

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By David M. Overhoff #331 6-29-22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 29 day of June, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

JOSEPH H AND ANGELA J SPAULDING
3204 EAST LAKEVIEW ROAD
WASILLA, AK 99654

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

June 29, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name

RR.AK0020000
21:17_03/28/2022_93405
21:17_03/28/2022_14002_WA0320405
*06900067B1

TXT

LIC/7341SU. LIY/2019.

SPAULDING, JOSEPH H

3204 EAST LAKEVIEW ROAD WASILLA

AK 99654


SPAULDING, ANGELA J

VIN/52LBE2726JE066659. VYR/2018. VMA/STEL. VST/UT. VCO/BLK.

TRACKING INFORMATION - 03/28/2022, 21:17:22 - MKE: RR - Source: NLETS - From: AK0020000 -

To: ST405 - ISN: 06900067BM - REF: 06900067B1

Registration Certificate

Model Year 2018	Make SLTH	Model PREDATOR	Body Style Utility	Vehicle Identification number (VIN) 52LBE2726JE066659	Scale Weight 2,940
Plate/Tag no 72873D	Tab/Decal no	Primary vehicle use type Exempt	Issue date 09/28/2022	Exp date Perm	
Plate/Tag no	Tab/Decal No	Vehicle use type	Issue date	Exp date	
Gross Weight	Gr wt start date	Gross weight exp date	Fleet no	Equip no 429200	

Registered Owner
CITY OF SPOKANE
915 N NELSON ST
SPOKANE WA 99202-3769

Legal Owner
Same as Registered Owner

Brands/Comments: 16073/2022, Exempt (City)

Anyone who knowingly makes a false statement may be guilty of a felony under state law and upon conviction shall be punished by a fine, imprisonment, or both.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct and, as owner or authorized agent of the vehicle, it is free of any claim of lien, mortgage, conditional sale or other security interest of any person except the person or persons set forth as legal owners.

X Terry S. Hill For City of Spokane
Warrant by SPD
Signature of registered owner
9-28-2022 Spokane
Date and place signed

X _____
Signature of registered owner

Date and place signed

L0183479229

Vehicle Information:		72873D	52LBE2726JE066659	2018	SLTH	PREDATOR	Utility
Filing	Title Filing		\$5.50				
	Registration Filing		\$4.50				
Plate	Gov. Plate Exempt		\$2.00				
	Plate Reflectivity		\$4.00				
Registration	Dept. of Licensing Service		\$0.50				
	License Plate Technology		\$0.25				
Service	Title Service Fee		\$15.00				
	Registration Service Fee		\$8.00				
Title	Vehicle Title Application		\$15.00				

Fee Total: \$54.75

Issue Date: 09/28/2022 You can get a copy of this cash/fee receipt detail at www.dol.wa.gov.

Skip a trip – go online www.dol.wa.gov

THIS DOCUMENT IS NOT PROOF OF LEGAL OWNERSHIP

This is your Washington registration certificate and must be carried in the vehicle or vessel that it was issued, or in the towing unit, or on the operator for personal motorized devices (off road vehicles, snowmobiles and jetskis). Registrations must be signed by the registered owner.

Any person who shall knowingly makes any false statement of a material fact on this document shall be guilty of a felony which is punishable by a fine or imprisonment or by both such fine and imprisonment.

CHANGE OF ADDRESS: Registered owners may submit a change of address online at dol.wa.gov or at any county auditor or vehicle licensing office. There is no fee for this service; however, there is a fee for a new registration certificate.

REPORT OF SALE: Vehicle and vessel owners releasing interest must submit a report of sale to the Department of Licensing, county auditor, or vehicle licensing office within 5 business days of sale or release. You may submit a report of sale at dol.wa.gov OR at any county auditor or vehicle licensing office (for a fee).

FEDERAL ODOMETER LAW: The Federal Truth in Mileage Act of 1986 requires sellers of motor vehicles less than 20 years old to complete an odometer disclosure statement upon transfer of ownership, unless the vehicle is specifically exempt from odometer disclosure requirements. Exemptions are (1) Vehicles 20 years old and older; (2) non-powered vehicles and snowmobiles; (3) vehicles with a declared gross weight over 16,000 pounds; (4) vehicles sold directly by a manufacturer to a federal agency; or (5) a new vehicle **before its first retail sale**.

WASHINGTON AUTO REPAIR LAW (applies to almost all repairs) entitles customers to: (1) A written estimate for repairs that will cost more than \$100, unless waived or absent face-to-face contact (see item 4 below). (2) Return or inspection of all replaced parts, if requested at time of repair authorization. (3) Authorize orally or in writing any repairs which exceed the estimated total cost (before sales tax) by more than 10 percent. (4) Authorize any repairs orally or in writing if your vehicle is left with the repair facility without face-to-face contact between you and the repair facility personnel. (5) A copy of the invoice, listing all work done and parts supplied. A repairman must post a sign notifying customers of their rights, and cannot put a lien against or keep your vehicle unless a written estimate was given and they have complied with the rest of the Consumer Protection Act. The Attorney General's office accepts auto repair complaints at atg.wa.gov.

For more information about titling and licensing, call any Washington County Auditor or vehicle licensing office, or visit our website at dol.wa.gov.

RCW 46.12.650, 46.12.655, 46.12.665, 46.12.750; 46.71
WAC 308-56A-030, 308-56A-525, 308-56A-640

Vessel registration only:

The bottom section is a "mini registration" that you cut out, sign, and carry as proof of registration. Both the full sheet and mini registration must be signed to be valid.

What do I do with them?

You can carry one in the towing vehicle and the other on the vessel.

Do I have to cut out the mini registration?

No, you can keep it as one sheet, but you must carry it on the vessel and make it available to law enforcement when requested.

Can I laminate the mini registration?

Yes, but only after the registered owner signs it.



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

429202

Forfeited Vehicle Retention Request Form

STEP 1 Officer fills out vehicle information and obtains approval:

Vehicle description: (Year) **2009** (Make) **Chevy** (Model) **Silverado Pickup**

Trim line and/or other features: _____ VIN: **3GCEK23M89G265235**

Report #: **14-67023** Item #: **100** Seizure #: **22-027**

This vehicle will be used for Drug Enforcement or General Law Enforcement use (Circle One) *Major Coimes*

[Signature] #1006 10/5/22
Requesting Employee Signature/Date

[Signature] 10-05-22
Lieutenant Signature/Date

[Signature]
Captain Signature/Date

***After approval, forward original to Civil Enforcement Unit (CEU)**

STEP 2: Upon Forfeiture, CEU will attach (1) NADA value pulled at time of seizure, (2) Forfeiture Order, and (3) copy of vehicle registration/owner information.

NADA value at time of seizure: **\$8,000 as of 6/16/2022**

Vehicle forfeited under **RCW 10.105.010 (Felony)**

***Send original to Fleet with copy to Property Supervisor**

STEP 3: Completed by Fleet:

Is there a need for this vehicle? Yes *MCU* Title Change completed on: 11/1/22

Date vehicle passed inspection: 10/5/22 Commission Vehicle: IN PROCESS

[Signature] 11-15-22
Fleet Administrator Signature/Date

***Fleet retains original. Forward copy to CEU, SPD Accounting Supervisor, and Property Supervisor**

Fleet will retain original retention paperwork with vehicle paperwork. Once the vehicle is no longer needed, proceeds from the sale of the vehicle will be deposited into either the Drug Fund or General Law Enforcement Fund.

CEU will retain a copy of the retention paperwork in the underlying Seizure File and will report the retention to the State on the next quarterly civil forfeiture status report.

SPD Accounting will remit, when appropriate, the fair market value of the retained vehicle (fair market is the NADA value at the time of the seizure.)

Form rev. 8/31/2022



J.D. POWER



NADAguides Value Report 6/16/2022

2009 Chevrolet Silverado 1500

Crew Cab LT 2WD

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$8,000	\$9,325	\$10,425	\$13,325
Mileage (0)	N/A	N/A	N/A	N/A
Total Base Price	\$8,000	\$9,325	\$10,425	\$13,325

Options

Price + Options	\$8,000	\$9,325	\$10,425	\$13,325
------------------------	----------------	----------------	-----------------	-----------------

Sell my car fast. [Get Offer.](#)



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

DOMINGO VALDOVINOS 17711-085
USP LEE
U.S. PENITENTIARY
P.O. BOX 305
JONESVILLE, VA 24263

Spokane Police Report #: 14-67023
Date of Seizure: 3/10/2014
Seizure File Number: 22-027
Date of Seizure Notice: 6/22/2022
Deadline to Make a Claim: 8/6/2022

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below, pursuant to RCW 10.105.010, as it was used to facilitate, or has been actually employed as, an instrumentality in the commission of, or in aiding or abetting in the commission of any felony, or was furnished or was intended to be furnished by any person in the commission of, as a result of, or as compensation for the commission of, any felony, or was acquired in whole or in part with proceeds traceable to the commission of a felony. These items are subject to forfeiture and no property rights exist in them.

A Felony Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 10.105.010.

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit and there has been a superior court conviction of the owner of the property for the felony in connection with which the property was employed, furnished, or acquired. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 10.105.010. As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEM FORFEITED

Item #	Description
100	2009 Chevy Silverado WA B49630N; VIN 3GCEK23M89G265235



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING RECONSIDERATION OR OTHER RELIEF

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331
Lt. David M. Overhoff #331

8/18/22
Date



SPOKANE POLICE DIVISION

**CRAIG N. MEIDL
CHIEF OF POLICE**

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 18th day of August, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

DOMINGO VALDOVINOS 17711-085 Regular Mail
USP LEE
U.S. PENITENTIARY
P.O. BOX 305
JONESVILLE, VA 24263

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

August 18, 2022
Date

Spokane, Washington
Place of Signing

Lt. David M. Overhoff #331
Name
David M. Overhoff #331



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

MARIA P. VARGAS
3425 E A ST, APT F102
PASCO, WA 99301-6450

MARIA P. VARGAS
4507 CACTUS CT
PASCO WA, 99301-8238

MARIA P. VARGAS
1504 W CLARK ST
PASCO, WA 99301-5051

Spokane Police Report #: 14-67023
Date of Seizure: 3/10/2014
Seizure File Number: 22-027
Date of Seizure Notice: 6/22/2022
Deadline to Make a Claim: 8/6/2022

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below, pursuant to RCW 10.105.010, as it was used to facilitate, or has been actually employed as, an instrumentality in the commission of, or in aiding or abetting in the commission of any felony, or was furnished or was intended to be furnished by any person in the commission of, as a result of, or as compensation for the commission of, any felony, or was acquired in whole or in part with proceeds traceable to the commission of a felony. These items are subject to forfeiture and no property rights exist in them.

A Felony Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 10.105.010.

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit and there has been a superior court conviction of the owner of the property for the felony in connection with which the property was employed, furnished, or acquired. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 10.105.010. As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEM FORFEITED

Item #	Description
100	2009 Chevy Silverado WA B49630N; VIN 3GCEK23M89G265235

PUBLIC SAFETY BUILDING, 1100 WEST MALLON, SPOKANE, WASHINGTON 99260-0001



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING RECONSIDERATION OR OTHER RELIEF

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331 8/18/22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 18th day of August, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

MARIA P. VARGAS
3425 E A ST, APT F102
PASCO, WA 99301-6450

Regular Mail

MARIA P. VARGAS
4507 CACTUS CT
PASCO WA, 99301-8238

Regular Mail

MARIA P. VARGAS
1504 W CLARK ST
PASCO, WA 99301-5051

Regular Mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

August 18, 2022
Date

Spokane, Washington
Place of Signing

Lt. David M. Overhoff #331
Name

David M. Overhoff #331

02/04/14 , 14:03:36 PRINT REQUESTED BY TERMINAL DTFN01
02/04/14 14:03:19 FROM ACCESS - DATABASE ID: DOLDB FOR UNIT: ??????
L..WA0321100.LIC/B49630N
VIN'3GCEK23M89G265235
. \ 2009.VMA/CHEV .VMO/SILPU ,008000,01-03-2015
EXP DATE/01-03-2015
VARGAS, MARIA P PIC NAME1 VARGAMP168DP
3425 E A ST TAB# IS L137946 15
APT F102 PREV TAB W963522 13
PASCO, WA, 99301 PLATE ISSUE DATE/ 01-2010
WELLS FARGO DEALER SERVICES
PO BOX 997517
SACRAMENTO, CA, 95899
TITLE/ 01-31-2014 1002007603

03/05/14 . 23:29:52 PRINT REQUESTED BY TERMINAL PDXN17
03/05/14 23:29:03 FROM ACCESS - DATABASE ID: DOLDB FOR UNIT: L248
L..WA0320487.LIC/B49630N
V. JGCEK23M89G265235
.VYR/2009.VMA/CHEV .VMO/SILPU ,008000,01-03-2015
EXP DATE/01-03-2015
VARGAS,MARIA P PIC NAME1 VARGAMP168DP
3425 E A ST TAB# IS L137946 15
APT F102 PREV TAB W963522 13
PASCO,WA,99301 PLATE ISSUE DATE/ 01-2010
WELLS FARGO DEALER SERVICES
PO BOX 997517
SACRAMENTO,CA,95899
TITLE/ 01-31-2014 1403105603

WASHINGTON STATE DEPARTMENT OF LICENSING QUERY RESPONSE

REGISTRATION QUERY. VIN/3GCEK23M89G265235

VIN/3GCEK23M89G265235.
VCO/.VYR/2009.VMA/CHEV.VMO/SILVERADO.VST/PK.
LIC/B49630N.LIT/TRK.
TAB/L137946.EXP/01-03-2015.
TON/8000.ISS/01-04-2014.EXP/01-03-2015.

REGISTERED OWNER INFORMATION

NAM/VARGAS, MARIA P.PIC/VARGAMP168DP.
STR/3425 E A ST
APT F102.
CIT/PASCO.STA/WA.ZIP/99301-6450.

LEGAL OWNER INFORMATION

LEGAL OWNER SAME AS ABOVE

NOTIFICATIONS

TITLE INFORMATION

TTL/1774414086.TLD/08-24-2019.
TRACKING INFORMATION - 06/09/2022, 12:32:19 - MKE: V - Source: DOLDB - To: ST405 - ISN:
06B000RSRR - REF: 06B000RSRK

3367

429202



STATE OF WASHINGTON Vehicle Certificate of Title

Title Number
1850382973

Vehicle Identification Number (VIN) 3GCEK23M89G265235	Year 2009	Make CHEV	Model SILVERADO	Body style PICKUP TRU
Title Issue Date 12-Oct-2022	Odometer Miles 0	Odometer Status Exempt	Fuel Type Gasoline	
Scale Weight 5,261	Gross Vehicle Weight Rating Code Class 2 - 6,001 - 10,000	Vehicle Color	Prior Title State Washington	Prior Title Number 1774414086
Comments 34185/2009				

Brands

Sale price \$ _____

Date of sale _____

Buyer: You must apply for title within 15 calendar days of acquiring the vehicle to avoid a penalty. Take this signed title to a vehicle/vessel licensing office with the appropriate fees.

Legal Owner: To release interest, sign below and give this title to the registered owner/transferee or to a vehicle licensing office with the proper fee within 10 days of satisfaction of the security interest, or you may be liable to the owner/transferee for penalties.

Seller: You must complete a Report of Sale and file it with the Department of Licensing within 5 business days of the sale. File at dol.wa.gov or at any vehicle licensing office or county auditor.

Legal Owner

**CITY OF SPOKANE FLEET SERVICES
915 N NELSON ST
SPOKANE WA 99202-3769**

Registered Owner

Same as Legal Owner

X _____
Signature of first legal owner releases all interest in the vehicle described above. If signing for a business, include business name, signature, and title. Date _____

X _____
Signature of registered owner releases all interest in the vehicle described above. If signing for a business, include business name, signature and title. Date _____

X _____
Signature of second legal owner releases all interest in the vehicle described above. If signing for a business, include business name, signature, and title. Date _____

X _____
Signature of registered owner releases all interest in the vehicle described above. If signing for a business, include business name, signature, and title. Date _____

I certify that the records of the Department of Licensing show the persons named hereon as registered owners and legal owners of the vehicle described.

Teresa Buntour
Director, Department of Licensing

Assignment by registered owner

Federal regulation and state law require you to state the mileage when transferring ownership if the vehicle is less than 20 years old, unless exempt. Failure to complete this statement or providing a false statement may result in fines and/or imprisonment.

I certify, to the best of my knowledge, the odometer reading is: (no tenths) Transfer date ____/____/____
Odometer reading in miles

This reading is (check one): the actual mileage of the vehicle in excess of its mechanic limits not the actual mileage.

Signature of transferee/buyer
X _____

Signature of transferor/seller
X _____

PRINTED name of transferee/buyer

PRINTED name of transferor/seller

Address of transferee/buyer

Address of transferor/seller

Keep in a safe place. Any alteration or erasure voids this title.



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

Forfeited Vehicle Retention Request Form

STEP 1 Officer fills out vehicle information and obtains approval:
Vehicle description: (Year) **2011** (Make) **Infiniti** (Model) **G25**
Trim line and/or other features: _____ VIN: **JN1DV6AR4BM652251**
Report #: **2022-20065640** Item #: **008** Seizure #: **22-038**
This vehicle will be used for Drug Enforcement or General Law Enforcement use (Circle One)

R. D. Williams #937 11/29/22 R. M. Smith #409 11/29/22
Requesting Employee Signature/Date Lieutenant Signature/Date

[Signature] #532
Captain Signature/Date

**After approval, forward original to Civil Enforcement Unit (CEU)*

STEP 2: Upon Forfeiture, CEU will attach (1) NADA value pulled at time of seizure, (2) Forfeiture Order, and (3) copy of vehicle registration/owner information.

NADA value at time of seizure \$6,125.00
Vehicle forfeited under RCW 69.50.505 (Drug)
**Send original to Fleet with copy to Property Supervisor*

STEP 3: Completed by Fleet:
Is there a need for this vehicle? Yes Title Change completed on: 12-14-2022
Date vehicle passed inspection: 12-12-2022 Commission Vehicle: 12-14-2022

[Signature] 12-13-2022
Fleet Administrator Signature/Date

***Fleet retains original. Forward copy to Civil Enforcement Unit, SPD Accounting Supervisor, and Property Supervisor**

Fleet will retain original retention paperwork with vehicle paperwork. Once the vehicle is no longer needed, proceeds from the sale of the vehicle will be deposited into either the Drug Fund or General Law Enforcement Fund.

CEU will retain a copy of the retention paperwork in the underlying Seizure File and will report the retention to the State on the next quarterly civil forfeiture status report.

SPD Accounting will remit, when appropriate, the fair market value of the retained vehicle (fair market is the NADA value at the time of the seizure.)

Form rev. 8/31/2022





J.D. POWER



NADAguides Value Report 8/8/2022

**2011 INFINITI G25 Sedan
Sedan 4D**

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$6,125	\$7,350	\$8,375	\$10,650
Mileage (0)	N/A	N/A	N/A	N/A
Total Base Price	\$6,125	\$7,350	\$8,375	\$10,650

Options

Price + Options	\$6,125	\$7,350	\$8,375	\$10,650
------------------------	----------------	----------------	----------------	-----------------

Sell my car fast. [Get Offer.](#)



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

BANCHERO, SCOTT EVAN
SPOKANE CO DETENTION SRVS
1100 WEST MALLON AVENUE
SPOKANE, WA 99260-0320

Spokane Police Report #: 2022-20065640
Date of Seizure: 8/3/2022
Seizure File Number: 22-038
Date of Seizure Notice: 8/10/2022
Deadline to Make a Claim: 9/24/2022

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

A Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 69.50.505(3).

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEMS FORFEITED

Item #	Description
008	2011 INFINITI G25 VIN JN1DV6AR4BM652251
009	2021 NISSAN MAXIMA CA 8TZE409 VIN 1N4AA6FV1MC502713



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

**AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING
RECONSIDERATION OR OTHER RELIEF**

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331 10-19-22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

**CRAIG N. MEIDL
CHIEF OF POLICE**

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 19th day of October, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

BANCHERO, SCOTT EVAN
SPOKANE CO DETENTION SRVS
1100 WEST MALLON AVENUE
SPOKANE, WA 99260-0320

Regular Mail

SCOTT E. BANCHERO,
9519 NE 139TH ST
KIRKLAND, WA 98034

Regular Mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

October 19, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name



SPOKANE POLICE DIVISION

CRAIG N. MEIDL CHIEF OF POLICE

JAIME R. MORRIS (AKA TAYLOR)
C/O AMERICAN BEHAVIORAL HEALTH
SYSTEMS
12715 E MISSION AVE
SPOKANE, WASHINGTON 99216

Spokane Police Report #: 2022-20065640
Date of Seizure: 8/3/2022
Seizure File Number: 22-038
Date of Seizure Notice: 8/10/2022
Deadline to Make a Claim: 9/24/2022

JAIME R. MORRIS (AKA TAYLOR)
1013 N HELENA ST
SPOKANE, WA 99202

JAIME R. MORRIS (AKA TAYLOR)
6818 N ATLANTIC ST #6818
SPOKANE, WA 99208

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

A Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 69.50.505(3).

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEMS FORFEITED

Item #	Description
008	2011 INFINITI G25 VIN JN1DV6AR4BM652251
009	2021 NISSAN MAXIMA CA 8TZE409; VIN 1N4AA6FV1MC502713



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

**AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING
RECONSIDERATION OR OTHER RELIEF**

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331
Lt. David M. Overhoff #331

10-18-27
Date



SPOKANE POLICE DIVISION

**CRAIG N. MEIDL
CHIEF OF POLICE**

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 19th day of October, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

[Per Jail – released 9/20/22 to ABHS] Regular Mail
JAIME R. MORRIS (AKA TAYLOR)
C/O AMERICAN BEHAVIORAL HEALTH
SYSTEMS
12715 E MISSION AVE
SPOKANE, WASHINGTON 99216

JAIME R. MORRIS (AKA TAYLOR) Regular Mail
1013 N HELENA ST
SPOKANE, WA 99202

JAIME R. MORRIS (AKA TAYLOR) Regular Mail
6818 N ATLANTIC ST #6818
SPOKANE, WA 99208

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

October 19, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

SLAVIC USTIMENKO
7011 S HEVER ST
CHENEY, WA, 99004

SLAVIC USTIMENKO
908 S SCHNUG ST
SPOKANE, WA 99224-5473

Spokane Police Report #: 2022-20065640
Date of Seizure: 8/3/2022
Seizure File Number: 22-038
Date of Seizure Notice: 8/10/2022
Date of Supplemental Notice: 8/31/2022
Deadline to Make a Claim: 10/15/2022

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

A Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 69.50.505(3).

"Failure of a party to file an application for an adjudicative proceeding within the time limit or limits established by statute or agency rule constitutes a default and results in the loss of that party's right to an adjudicative proceeding, and the agency may proceed to resolve the case without further notice to, or hearing for the benefit of, that party, except that any default or other dispositive order affecting that party shall be served upon him or her or upon his or her attorney, if any." RCW 34.05.440

The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEMS FORFEITED

Item #	Description
008	2011 INFINITI G25 VIN JN1DV6AR4BM652251

AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING RECONSIDERATION OR OTHER RELIEF

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331 10-18-22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

I hereby certify that on the 19th day of October, 2022, I mailed the foregoing ORDER OF FORFEITURE: NO CLAIM, by causing the same to be deposited in an official depository of the United States Postal Service in a sealed envelope, first class postage prepaid and addressed as follows:

SLAVIC USTIMENKO
7011 S HEVER ST
CHENEY, WA, 99004

Regular Mail

SLAVIC USTIMENKO
908 S SCHNUG ST
SPOKANE, WA 99224-5473

Regular Mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

October 19, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

NISSAN INFINITI LT, LSR.
500 ROSS RANCH RD
UNIT 5
KELLOGG, ID 83837

Spokane Police Report #: 2022-20065640
Date of Seizure: 8/3/2022
Seizure File Number: 22-038
Date of Seizure Notice: 8/10/2022
Deadline to Make a Claim: 9/24/2022

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

A Notice of Seizure and Intended Forfeiture was served on the above recipient within fifteen days following the date of seizure pursuant to RCW 69.50.505(3).

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The above named recipient failed to file an application for an adjudicative proceeding within the time limit. This constitutes a default and results in the loss of the above named recipient's right to an adjudicative hearing. RCW 69.50.505(4). As a result, the Spokane Police Department has now resolved this seizure as a default and the items listed below are hereby forfeited to the Spokane Police Department.

ITEMS FORFEITED

Item #	Description
008	2011 INFINITI G25 VIN JN1DV6AR4BM652251

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SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

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By David M. Overhoff #331 10-18-22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

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NISSAN INFINITI LT, LSR.
500 ROSS RANCH RD
UNIT 5
KELLOGG, ID 83837

Regular Mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

October 19, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name

RR.WADOL0000
17:39_08/08/2022_61037
17:39_08/08/2022_02373_WA0320405
*06DD0011EG
TXT
WASHINGTON STATE DEPARTMENT OF LICENSING QUERY RESPONSE

REGISTRATION QUERY. VIN/JN1DV6AR4BM652251

VIN/JN1DV6AR4BM652251.
VCO/BLK.VYR/2011.VMA/INFI.VMO/G25.VST/SD.
LIC/BSR2696.LIT/PAS.
TAB/C476264.EXP/01-31-2021.

REGISTERED OWNER INFORMATION
NAM/USTIMENKO, SLAVIC.PIC/WDLB1P8FF5SB.
STR/932 S HAZELWOOD CT.
CIT/SPOKANE.STA/WA.ZIP/99224-9492.

LEGAL OWNER INFORMATION
LEGAL OWNER SAME AS ABOVE

NOTIFICATIONS
THIS VEHICLE HAS BEEN SOLD.
SLD/02-04-2021.
NAM/NISSAN INFINITI LT, LSR.
STR/500 ROSS RANCH RD
UNIT 5.
CIT/KELLOGG.STA/ID.ZIP/83837--245.CNY/USA.

TITLE INFORMATION
TTL/1778860995.TLD/02-20-2020..
TRACKING INFORMATION - 08/08/2022, 17:39:40 - MKE: RR - Source: NLETS - From: WADOL0000 -
To: ST405 - ISN: 06DD0011FU - REF: 06DD0011EG

Work Order Cost Detail

FLEET SERVICES

Report Printed: 12-Dec-2022 15:54:03 By User: MES

Work Order: 1030642 Dept No: 0680 - PD0680-01 POLICE DEPARTMENT

WO Status: Closed	WO Location: SCSC	Requisition No: PD0680-01
Date Opened: 07-Dec-2022 08:39:53	WO Reason:	Serial No:
Date Complete: 11-Dec-2022 15:17:43	Meter 1 - : 0	License No:
Date Closed: 12-Dec-2022 15:53:42	Meter 2 - :	Tech Spec:
Using Dept: 0680 - POLICE DEPARTMENT		Maint. Class:

Work Order Notes:

(JJB) 111213m

Repair Job: 04-00-001 - INSPECT NEW UNIT IN-SERVICE INSPECTION

Total Job Cost:	205.97
------------------------	---------------

Job Location: SPOKANE CENTRAL SERVICE CENTER	Labor Hours: 1.50	Labor Cost: 205.97
Repair Reason: CUSTOMER DECISION	Warranty Violation: None	

Repair Notes:

(MES) inspect unit for SPD use. 2011 Infiniti vin# JN1DV6AR48M652251 111200miles
 (JJB) done, found front and rear brakes need replaced. body damage right front fender. drivers window switch intermittently inop.
 two different colored wheels front to back. needs extensive interior detail. 166-12-12-22

Repair Job: 50-BS - W O CHARGE (% CHARGE FOR BENCH STOCK)

Total Job Cost:	10.30
------------------------	--------------

Job Location: SPOKANE CENTRAL SERVICE CENTER	Labor Hours: 0.00	Labor Cost: 0.00
Repair Reason: W O CHARGE	Warranty Violation: None	

<u>Vendor Name</u>	<u>Invoice No.</u>	<u>Labor</u>	<u>Parts</u>	<u>Misc</u>	<u>Tax</u>	<u>Total Cost</u>
FLEET - City of Spokane	1	\$0.00	\$0.00	\$10.30	\$0.00	10.30
Total Charges						10.30

Contact: DAN HAYES	Total Labor Hours: 1.50	Total Labor Cost: 205.97
Notify Date:	Job Count: 2	Total Material Cost: 0.00
Picked Up By:	Hours Opened: 103.0	Total Commercial Cost: 10.30
Pick Up Date:		Total Work Order Cost: 216.26



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

Forfeited Vehicle Retention Request Form

STEP 1 Officer fills out vehicle information and obtains approval:

Vehicle description: (Year) **2021** (Make) **Nissan** (Model) **Maxima**

Trim line and/or other features: _____ VIN: **1N4AA6FV1MC502713**

Report #: **2022-20065640** Item #: **009** Seizure #: **22-038**

This vehicle will be used for Drug Enforcement or General Law Enforcement use (Circle One)

[Signature] #937 11/29/22

Requesting Employee Signature/Date

[Signature] #409 11/29/22

Lieutenant Signature/Date

[Signature] #532 11/30/22

Captain Signature/Date

***After approval, forward original to Civil Enforcement Unit (CEU)**

STEP 2: Upon Forfeiture, CEU will attach (1) NADA value pulled at time of seizure, (2) Forfeiture Order, and (3) copy of vehicle registration/owner information.

NADA value at time of seizure \$32,525.00

Vehicle forfeited under 69.50.505 (Drug)

***Send original to Fleet with copy to Property Supervisor**

STEP 3: Completed by Fleet:

Is there a need for this vehicle? Yes Title Change completed on: 12-12-2022

Date vehicle passed inspection: 12-12-2022 Commission Vehicle: 12-14-2022

[Signature] 12-13-2022

Fleet Administrator Signature/Date

***Fleet retains original. Forward copy to Civil Enforcement Unit, SPD Accounting Supervisor, and Property Supervisor**

Fleet will retain original retention paperwork with vehicle paperwork. Once the vehicle is no longer needed, proceeds from the sale of the vehicle will be deposited into either the Drug Fund or General Law Enforcement Fund.

CEU will retain a copy of the retention paperwork in the underlying Seizure File and will report the retention to the State on the next quarterly civil forfeiture status report.

SPD Accounting will remit, when appropriate, the fair market value of the retained vehicle (fair market is the NADA value at the time of the seizure.)

Form rev. 8/31/2022





NADAguides Value Report 8/8/2022

2021 Nissan Maxima Sedan 4D Platinum V6

[CHANGE CAR](#) [COMPARE](#)

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$32,525	\$34,375	\$35,900	\$38,450
Mileage (0)	N/A	N/A	N/A	N/A
Total Base Price	\$32,525	\$34,375	\$35,900	\$38,450

Options

Price + Options	\$32,525	\$34,375	\$35,900	\$38,450
------------------------	-----------------	-----------------	-----------------	-----------------

Sell my car fast. [Get Offer.](#)

Certified Pre-Owned (CPO) ⓘ				+\$1,725
------------------------------------	--	--	--	-----------------

Certified Price with Options				\$40,175
-------------------------------------	--	--	--	-----------------



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

BANCHERO, SCOTT EVAN
SPOKANE CO DETENTION SRVS
1100 WEST MALLON AVENUE
SPOKANE, WA 99260-0320

Spokane Police Report #: 2022-20065640
Date of Seizure: 8/3/2022
Seizure File Number: 22-038
Date of Seizure Notice: 8/10/2022
Deadline to Make a Claim: 9/24/2022

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

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ITEMS FORFEITED

Item #	Description
008	2011 INFINITI G25 VIN JN1DV6AR4BM652251
009	2021 NISSAN MAXIMA CA 8TZE409 VIN 1N4AA6FV1MC502713



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

**AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING
RECONSIDERATION OR OTHER RELIEF**

The above-named recipient is entitled to seek reconsideration or other administrative relief pursuant to RCW 34.05. "Within seven days after service of a default order ... the party against whom it was entered may file a written motion requesting that the order be vacated, and stating the grounds relied upon." See RCW 34.05.440(3). "Within ten days of the service of a final order, any party may file a petition for reconsideration, stating the specific grounds upon which relief is requested." See RCW 34.05.470(1). Any motion to vacate or petition for reconsideration must be served upon the Spokane Police Department, Civil Enforcement Unit, 1100 West Mallon Avenue, Spokane, WA 99260. "A petition for judicial review of an order shall be filed with the court and served on the agency, the office of the attorney general, and all parties of record within thirty days after service of the final order." See RCW 34.05.542(1). "A petition for judicial review of agency action ... is not timely unless filed with the court and served on the agency, the office of the attorney general, and all other parties of record within thirty days after the agency action" See RCW 34.05.542(3).

By David M. Overhoff #331 10-19-22
Lt. David M. Overhoff #331 Date



SPOKANE POLICE DIVISION

**CRAIG N. MEIDL
CHIEF OF POLICE**

DECLARATION OF SERVICE BY FIRST CLASS US MAIL

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BANCHERO, SCOTT EVAN
SPOKANE CO DETENTION SRVS
1100 WEST MALLON AVENUE
SPOKANE, WA 99260-0320

Regular Mail

SCOTT E. BANCHERO,
9519 NE 139TH ST
KIRKLAND, WA 98034

Regular Mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

October 19, 2022

Date

Spokane, Washington

Place of Signing

J. Sampson #1344

Name



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

JAIME R. MORRIS (AKA TAYLOR)
C/O AMERICAN BEHAVIORAL HEALTH
SYSTEMS
12715 E MISSION AVE
SPOKANE, WASHINGTON 99216

Spokane Police Report #: 2022-20065640
Date of Seizure: 8/3/2022
Seizure File Number: 22-038
Date of Seizure Notice: 8/10/2022
Deadline to Make a Claim: 9/24/2022

JAIME R. MORRIS (AKA TAYLOR)
1013 N HELENA ST
SPOKANE, WA 99202

JAIME R. MORRIS (AKA TAYLOR)
6818 N ATLANTIC ST #6818
SPOKANE, WA 99208

ORDER OF FORFEITURE: NO CLAIM

The Spokane Police Department seized the property listed below as it was used to facilitate the sale of controlled substances or it was proceeds acquired in whole or in part from the sale or series of sales of controlled substances in violation of RCW 69.50, RCW 69.41 or RCW 69.52. These items are subject to forfeiture and no property rights exist in them.

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ITEMS FORFEITED

Item #	Description
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009	2021 NISSAN MAXIMA CA 8TZE409; VIN 1N4AA6FV1MC502713



SPOKANE POLICE DIVISION

**CRAIG N. MEIDL
CHIEF OF POLICE**

**AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING
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By David M. Overhoff #331
Lt. David M. Overhoff #331

10-18-27
Date



SPOKANE POLICE DIVISION

**CRAIG N. MEIDL
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[Per Jail – released 9/20/22 to ABHS] Regular Mail
JAIME R. MORRIS (AKA TAYLOR)
C/O AMERICAN BEHAVIORAL HEALTH
SYSTEMS
12715 E MISSION AVE
SPOKANE, WASHINGTON 99216

JAIME R. MORRIS (AKA TAYLOR) Regular Mail
1013 N HELENA ST
SPOKANE, WA 99202

JAIME R. MORRIS (AKA TAYLOR) Regular Mail
6818 N ATLANTIC ST #6818
SPOKANE, WA 99208

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

October 19, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

SERVICE MASTER ERP
11651 STERLING AVE UNIT F
RIVERSIDE, CA 92503

Spokane Police Report #: 2022-20065640
Date of Seizure: 8/3/2022
Seizure File Number: 22-038
Date of Seizure Notice: 8/10/2022
Deadline to Make a Claim: 9/24/2022

ORDER OF FORFEITURE: NO CLAIM

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ITEM FORFEITED

Item #	Description
009	2021 NISSAN MAXIMA CA 8TZE409 VIN 1N4AA6FV1MC502713

AVAILABLE PROCEDURES AND TIME LIMITS FOR SEEKING RECONSIDERATION OR OTHER RELIEF

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SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

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By David M. Overhoff #331
Lt. David M. Overhoff #331

10-18-22
Date



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

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SERVICE MASTER ERP
11651 STERLING AVE UNIT F
RIVERSIDE, CA 92503

Regular Mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

October 19, 2022
Date

Spokane, Washington
Place of Signing


J. Sampson #1344
Name

RR.CALIC0000
17:40_08/08/2022_69594
17:40_08/08/2022_02394_WA0320405
*06DD0011QZ
TXT
DATE: 08/08/22 TIME: 17:40

INSURANCE INFORMATION UNKNOWN

REG VALID FROM: 12/12/21 TO 12/12/22

LIC#:8TZE409 YRMD:21 MAKE:NISS BTM :4D VIN :1N4AA6FV1MC502713

R/O :SERVICE MASTER ERP, 11651 STERLING AVE UNIT F CITY:RIVERSIDE

C.C.:33 ZIP#:92503

SOLD:00/00/20 RCID:11/19/21 OCID:11/19/21 LOCD:3

02/26/22 LIEN SALE AUTHORIZED

RELEASE OF LIABILITY (REG. 138)

RECEIPT DATE:04/11/22 TRANSFER DATE:04/02/22 SELL PRICE:020000

BUYER:BANCHERO SCOTT, 9519 NE 139TH ST

CITY:KIRKLAND WA SELLER:NOT LEGIBLE

11/19/2021-ODOMETER: 16,520 MILES ACTUAL MILEAGE

FEDERAL, STATE OR LOCAL LAW ENFORCEMENT AGENCIES SHALL NOT USE ANY
NON-CRIMINAL HISTORY INFORMATION CONTAINED WITHIN THIS DATABASE FOR
IMMIGRATION ENFORCEMENT PURPOSES. THIS RESTRICTION DOES NOT PERTAIN
TO ANY INFORMATION THAT IS REGARDING A PERSON'S IMMIGRATION OR
CITIZENSHIP STATUS PURSUANT TO 8 U.S.C 1373 AND 1644

END

TRACKING INFORMATION - 08/08/2022, 17:40:03 - MKE: RR - Source: NLETS - From: CALIC0000 -
To: ST405 - ISN: 06DD0011RF - REF: 06DD0011QZ

Work Order Cost Detail

FLEET SERVICES

Report Printed: 12-Dec-2022 15:48:47 By User: MES

Work Order: 1030643 **Dept No:** 0681 - PD0681-01 **POLICE, OTHER**
WO Status: Closed **WO Location:** SCSC **Requisition No:** PD0681-01
Date Opened: 07-Dec-2022 08:46:31 **WO Reason:** **Serial No:**
Date Complete: 12-Dec-2022 10:02:35 **Meter 1 - :** 0 **License No:**
Date Closed: 12-Dec-2022 15:48:25 **Meter 2 - :** **Tech Spec:**
Using Dept: 0681 - POLICE, OTHER **Maint. Class:**

Work Order Notes:

(JJB) 32502m

Repair Job: 04-00-001 - INSPECT NEW UNIT IN-SERVICE INSPECTION **Total Job Cost:** 307.00
Job Location: SPOKANE CENTRAL SERVICE CENTER **Labor Hours:** 2.23 **Labor Cost:** 307.00
Repair Reason: CUSTOMER DECISION **Warranty Violation:** None

Repair Notes:

(MES) inspect for SPD siu use. 2021 Nissan Maxima vin # 1N4AA6FV1MC502713 32502miles
 (JJB) done, found front end body damage. both headlights and bumper cover are damaged. rear lower valence is missing as are the tail pipe ends. vehicle has some aftermarket lighting throughout the cabin. vehicle has 19inch wheels and tires. mechanically the car is sound. 166-12-12-22

Repair Job: 50-BS - W O CHARGE (% CHARGE FOR BENCH STOCK) **Total Job Cost:** 15.35
Job Location: SPOKANE CENTRAL SERVICE CENTER **Labor Hours:** 0.00 **Labor Cost:** 0.00
Repair Reason: W O CHARGE **Warranty Violation:** None

Vendor Name	Invoice No.	Labor	Parts	Misc	Tax	Total Cost
FLEET - City of Spokane	1	\$0.00	\$0.00	\$15.35	\$0.00	15.35
Total Charges						15.35

Contact: DAN HAYES **Total Labor Hours:** 2.23 **Total Labor Cost:** 307.00
Notify Date: **Job Count:** 2 **Total Material Cost:** 0.00
Picked Up By: **Hours Opened:** 122.0 **Total Commercial Cost:** 15.35
Pick Up Date: **Total Work Order Cost:** 322.35



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2019 Asset Forfeiture Report

Prepared 1/25/2023

2019 Forfeiture Proceeds by Quarter

1st Quarter

Federal Net Proceeds		\$8,973.90
State Net Proceeds		\$101,793.10
Gross Proceeds	\$113,290.15	
Auction Costs/Commissions	(\$186.70)	
State 10% Share	(\$11,310.35)	

2nd Quarter

Federal Net Proceeds		\$10,300.68
State Net Proceeds		\$9,095.40
Gross Proceeds	\$10,132.50	
Auction Costs/Commissions	(\$26.50)	
State 10% Share	(\$1,010.60)	

3rd Quarter

Federal Net Proceeds		\$131,624.30
State Net Proceeds		\$132,740.45
Gross Proceeds	\$153,739.19	
Auction Costs/Commissions	(\$6,249.80)	
State 10% Share	(\$14,748.94)	

4th Quarter

Federal Net Proceeds		\$2,120.82
State Net Proceeds		\$23,289.97
Gross Proceeds	\$27,344.00	
Auction Costs/Commissions	(\$1,466.26)	
State 10% Share	(\$2,587.77)	

2019 TOTALS

Federal Net Proceeds		\$153,019.70
State Net Proceeds		\$266,918.92
Total		\$419,938.62



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2019 Forfeiture Expenditures by Quarter

1st Quarter		
Federal Funds		\$0.00
State Funds		\$32,889.09
CI Funds	\$30,590.00	
Legal Services	\$2,299.09	
2nd Quarter		
Federal Funds		\$0.00
State Funds		\$61,507.75
CI Funds	\$20,770.00	
Legal Services	\$1,251.40	
UC Cars	\$39,486.35	
3rd Quarter		
Federal Funds		\$3,806.06
DVR Examiner	\$3,806.06	
State Funds		\$85,251.39
CI Funds	\$16,127.00	
UC Cars	\$69,124.39	
4th Quarter		
Federal Funds		\$71,314.52
Data Pilot	\$5,535.00	
GPS Trackers	\$4,859.23	
Interview Room Camera System	\$49,358.86	
Records Furniture	\$11,561.43	
State Funds		\$116,471.88
CI Funds	\$36,430.00	
Records Furniture	\$33,999.87	
Retained Equipment	\$1,255.00	
UC Cars	\$44,787.01	
2019 TOTALS		
Federal Funds		\$75,120.58
State Funds		\$296,120.11
	Total	\$371,240.69



SPOKANE POLICE DEPARTMENT
CHIEF OF POLICE
CRAIG N. MEIDL

2020 Asset Forfeiture Report

2020 Forfeitures by Quarter

1st Quarter

Gross Proceeds	\$285.50
Auction Costs	\$93.89
Net Sale Proceeds	\$191.61
State Share	\$19.16

2nd Quarter

Gross Proceeds	\$235,984.56
Auction Costs	\$2,868.38
Net Sale Proceeds	\$233,115.18
State Share	\$23,311.52

3rd Quarter

Gross Proceeds	\$55,113.54
Auction Costs	\$2,939.94
Net Sale Proceeds	\$52,173.60
State Share	\$5,217.37

4th Quarter

Gross Proceeds	\$131,980.18
Auction Costs	\$1,259.40
Net Sale Proceeds	\$130,720.78
State Share	\$13,072.78

2020 TOTAL

Gross Proceeds	\$423,363.78
Auction Costs	\$7,161.61
Net Sale Proceeds	\$416,201.17
State Share	\$41,620.83



2020 Expenditures by Quarter

1st Quarter

Federal	\$35,809.98
Interview Room Systems	\$28,113.62
Tracker Service/Subscription	\$7,696.36
State	\$16,542.36
CI Funds	\$18,185.00
Forfeiture Appeal Reimbursement	\$1,878.45
Hearing Examiner Fee	\$235.81

2nd Quarter

Federal	\$0.00
State	\$28,134.28
CI Funds	\$27,534.28
Forfeiture Hearing Transcription	\$600.00

3rd Quarter

Federal	\$0.00
State	\$28,669.00
CI Funds	\$28,669.00

4th Quarter

Federal	\$25,000.00
Community-Based Organization: Partners w/ Families and Children	\$25,000.00
State	\$9,686.72
CI Funds	\$611.72
Retained UC Car	\$9,075.00

2020 Total Expenditures	\$143,842.34
Federal	\$60,809.98
State	\$83,032.36





SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2021 Asset Forfeiture Report

DRAFT 1/13/22 (Final Pending Completion of Accounting Dept End of Year)

2021 Forfeiture Proceeds by Quarter

1st Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$10,525.81
Gross Proceeds	\$13,352.50	
Auction Costs/Commissions	(\$1,657.15)	
State 10% Share	(\$1,169.54)	

2nd Quarter

Federal Net Proceeds		\$1,614.11
State Net Proceeds		\$9,770.75
Gross Proceeds	\$12,673.55	
Auction Costs/Commissions	(\$1,817.16)	
State 10% Share	(\$1,085.64)	

3rd Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$156,198.86
Gross Proceeds	\$174,960.54	
Auction Costs/Commissions	(\$1,406.25)	
State 10% Share	(\$17,355.43)	

4th Quarter

Federal Net Proceeds		\$0.00
State Net Proceeds		\$213.75
Gross Proceeds	\$340.00	
Auction Costs/Commissions	(\$104.87)	
State 10% Share	(\$21.38)	

2021 TOTALS

Federal Net Proceeds		\$1,614.11
State Net Proceeds		\$176,709.17
Total		\$178,323.28



SPOKANE POLICE DIVISION

CRAIG N. MEIDL
CHIEF OF POLICE

2021 Forfeiture Expenditures by Quarter

1st Quarter		
Federal Funds		\$12,867.62
Interview Room Systems	\$12,867.62	
State Funds		\$10,765.00
CI Funds	\$10,765.00	
2nd Quarter		
Federal Funds		\$0.00
State Funds		\$36,355.00
CI Funds	\$14,355.00	
Vehicle	\$22,000.00	
3rd Quarter		
Federal Funds		\$0.00
State Funds		\$35,847.54
CI Funds	\$30,545.00	
Vehicle	\$5,302.54	
4th Quarter		
Federal Funds		\$25,000.00
Community-Based organization: Partners w/ Families & Children	\$25,000.00	
State Funds		\$24,335.00
CI Funds	\$24,335.00	
2021 TOTALS		
Federal Funds		\$37,867.62
State Funds		\$107,302.54
	Total	\$145,170.16

14 - Cannabis RFP Discussion

Beggs, Breean

Council Sponsor: CP Beggs - Discussion on RFP parameters for Youth Intervention Services that would utilize the City's portion of cannabis tax revenue.

| For Discussion

Attachments

[_Briefing Paper - Cannabis Tax RFP.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Cannabis RFP Discussion
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Discussion on RFP parameters for Youth Intervention Services that would utilize the City's portion of cannabis tax revenue.
Proposed Council Action	N/A – Discussion Only
Fiscal Impact	
Total Cost: <u>N/A</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – this is a discussion only with no specific proposal.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – this is a discussion only with no specific proposal.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – this is a discussion only with no specific proposal.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A – this is a discussion only with no specific proposal.	

15 - Traffic Calming Resolution for Moving Radar Pilot Program

Olsen, Eric

Council Sponsor: CM Cathcart and CM Kinnear

The Spokane Police Department (SPD) is seeking a Resolution to pilot the use of moving traffic radars in police vehicles so that patrol officers can support traffic enforcement. This item is for discussion only and needs to go to the Traffic Calming subcommittee prior to being filed in OnBase.

For Information

Attachments

[Briefing Paper - Moving Radars Resolution.pdf](#)

[Reso. Moving Radars.pdf](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Eric Olsen
Contact Email & Phone	eolsen@spokanepolice.org 835-4505
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Traffic Calming resolution for the Moving Radar pilot program
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department (SPD) is seeking a Resolution to pilot the use of moving traffic radars in police vehicles so that patrol officers can support traffic enforcement.</p> <p>SPD implemented an enhanced patrol schedule commencing January 1, 2023, to ensure more patrol officers are available to respond to the highest priority calls for service; a result of which is reduced number of assigned traffic officers. SPD intends to pilot the use of moving radars in patrol vehicles during 2023 to assist police officers in the enforcement of speed limits.</p> <p>The pilot program will consist of 12 units at an estimated cost around \$50,000 which includes installation costs as well as officer training and certification. Total one-time cost of fully implementing the program is \$456,300 for 102 units.</p>
Proposed Council Action	Approval of resolution February 27 th , 2023.
Fiscal Impact Total Cost: <u>\$50,000 est.</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Traffic Calming Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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

RESOLUTION 2023-

A Resolution to pilot the use of moving traffic radars in police vehicles so that patrol officers can support traffic enforcement.

WHEREAS, the City has a duty to protect and serve citizens by responding to the highest priority calls for service in a timely manner; and

WHEREAS, the Spokane Police Department implemented an enhanced patrol schedule commencing January 1, 2023, to ensure more patrol officers are available to respond to the highest priority calls for service; and

WHEREAS, the result of enhanced patrol schedule reduced the number of assigned traffic officers; and

WHEREAS, the City recognizes a continued need to enforce speed limits to ensure the safety of drivers, pedestrians, and the preservation of personal property.

WHEREAS, the City Council adopted Resolution 2017-0106 outlining a framework for the use of school speed zone traffic camera funds accounted for in the Traffic Calming Fund in which the City Council decides on the use of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to SMC 16A.64.200 and Chapter 46.63, RCW, the City intends to pilot the use of moving radars in patrol vehicles during 2023 to assist police officers in the enforcement of speed limits. The following outlines the primary elements of the pilot program:

1. The total one-time cost of the program is \$456,300 for equipment of 102 units and training for patrol officers on the use of the radars. The pilot will consist of 10 units and cost \$48,600.
2. The pilot will operate until December 31, 2023.
3. Spokane Police Department will update the City Council on the impacts of the program within six months of implementation to evaluate expanding the program and further investment of approximately \$400,000.
4. The funding for the pilot program, and later for the expansion of the program if approved, will be from the Traffic Calming Fund.

Passed by the City Council this _____ day of _____, 2023.

16 - Broadband/Fiber Consultant Contract

MacDonald, Steven

Council Sponsor: CP Beggs - The Community & Economic Development Division is contracting with a consultant to ensure the City of Spokane's digital equity and economic development priorities related to broadband and fiber are included in Spokane County's Broadband Action Team's plan which will be submitted to the WA State Broadband Office (WSBO) at the end of May 2023.

| For Discussion

Attachments

[Broadband - Fiber Consultant Contract Briefing Paper.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community & Economic Development
Contact Name	Steve MacDonald
Contact Email & Phone	smacdonald@spokanecity.org / x6835
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Broadband/Fiber Consultant Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The contract will allow the Community & Economic Development division to hire a consultant who would work with City staff, Council, and the administration to ensure the City's digital equity and economic development priorities related to broadband and fiber are included in the Spokane County Broadband Action Team's plan which will be submitted to the WA State Broadband Office at the end of May 2023.</p> <p>Due to the short timeframe before the plan must be submitted, Finance's Procurement Department was consulted, and it was determined the best way forward was to split the approved \$150,000 in ARPA funding into two smaller contracts of \$75,000 each. This allows us to move forward more quickly and allows the consultant adequate time to gather and submit information to be included in the plan. The second contract, or contract extension with cost, will also come before Council for approval in May.</p>
Proposed Council Action	Requesting approval of the contract – PSCH Committee & Council Briefing (02/06/23) & Council Vote (2/13/23)
Fiscal Impact Total Cost: <u>\$75,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA dollars previously approved by Council (this is the first contract. A second for the additional \$75k that was allocated is forthcoming) Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The proposal's goal is to improve digital equity & inclusion and infrastructure to some of Spokane's most vulnerable, high poverty residential and commercial communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will be collected utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities.	

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

Data will be collected utilizing the Digital Divide Index and the American Community Survey to identify the improvement of access to broadband and fiber in high poverty communities.

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

This proposal aligns with the Comprehensive Plan's Economic Development sections ED 3 Strong, Diverse, and Sustainable Economy and ED 6 Infrastructure by allowing improvements in digital equity & inclusion and infrastructure that will encourage more business growth and job opportunities in areas that may not currently be equipped.

17 - Surplus Property Resolution

Steele, David

Council Sponsor: CM Cathcart - Surplus property resolution, supporting the recommendation of the RERC to declare this parcel of City owned property as surplus and deed it to the adjoining property owner.

| For Discussion

Attachments

[PUBLIC SAFETY - Briefing Paper - Surplus Property Resolution.docx](#)

[Real Estate Review Committee Meeting Minutes 11-29-2022.docx](#)

[Resolution - Transfer of Surplus Prop \(1-19-2023\).docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Surplus Property Resolution
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The RERC (Real Estate Review Committee) met in November to review the surplus disposal of a property in the Indian Trail Area. The recommendation to surplus has concurrence by the Administration and is ready to move forward for Council consideration.</p> <p>This property was deeded to the City of Spokane through a clerical error in the platting process by the developer. The recommendation of the RERC is to declare the property surplus and deed it back to the adjacent developer to allow them to complete the new platting process for a new residential development.</p>
Proposed Council Action	Approval and Adoption of the surplus resolution
Fiscal Impact Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <u>NA</u> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring 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? This item impacts the development of single family residential homes, a product that the City is lacking and in high demand.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA, this item corrects a clerical error in the platting of private property	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA, this item corrects a clerical error in the platting of private property	

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

The transfer of this property back to the developer will allow for the re-platting and development of multiple single family residential home in the Indian Trail area.

STANDING COMMITTEE MINUTES
City of Spokane
Real Estate Review Committee
November 29, 2022 – DRAFT

Attendance

CM Karen Stratton, CM Zach Zappone, Jeff Teal, Dave Steele, James Richman, Marcia Davis, John Sawyer, Erik Johnson, Eldon Brown, James Sakamoto, Jim Neilson, Ali Brast

Meeting started at 1:30 p.m.

This meeting was conducted through Microsoft Teams.

Agenda Items

I. Tract E, Prosperity Acres (Spokane County Assessor Parcel Number 26225.3305)

Dave Steele proposed declaring the property as surplus and deeding the property back to the adjoining property owner. This parcel was deeded to the City of Spokane through a clerical error during the platting process. The width is approximately 12 feet. CM Stratton inquired as to whether the adjoining owner would be able to complete their development with the topography of the property being a significant challenge. Ali Brast outlined the process of platting these parcels is already working its way through the approval process, and that the lots will likely be fronted by a retaining wall that will sit in this strip of property. The new lots will likely access from a new road on the east end of the lots, and not have vehicle access to Seminole. Dave will be writing up a recommendation to advise that this property be declared surplus with the intent of deeding the property to the adjoining and former property owner.



Adjournment

The meeting was adjourned at 1:45 p.m.

Prepared by:
Dave Steele

RESOLUTION

A RESOLUTION PROVIDING FOR THE RETURN OF PROPERTY CONVEYED TO THE CITY BY ERROR.

WHEREAS, the City of Spokane is the owner of certain property located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Property"); and

WHEREAS, the Property was conveyed to the City by error in the process of the recording of a plat by a private developer; and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Property and determined that the City Council should declare the Properties surplus and authorize the City's Asset Management Department to return the Property to the owner of the plat; and

WHEREAS, the City of Spokane finds that the Properties are not needed for a public use of the City of Spokane and are hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The Property is hereby declared to be surplus City property that is not needed for the present and foreseeable public uses of the City.
2. The Property was conveyed to the City in error.
3. The Mayor is authorized to sign a deed and any other supporting documentation reasonably necessary to return the Property to the owner of the plat.

ADOPTED by the Spokane City Council this _____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT "A"

I. Tract E, Prosperity Acres

Assessor's parcel number:

26225.3305

18 - Integrus Architecture Contract Resolution

Boston, Matthew

Council Sponsors - CP Beggs and CM Cathcart - A resolution declaring an emergency to waive public bidding requirements on a contract with Integrus Architecture and allowing the Council President to sign said contract after 3:00 p.m. on Feb. 9, 2023, if the Mayor has not done so.

| For Discussion

Attachments

[Briefing Paper - Integrus execution reso.docx](#)

[Integrus contract execution - LEGAL REVIEWED \(002\) LB edits.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	Council President Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs & CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Contract Execution Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>A resolution declaring an emergency to waive public bidding requirements on a contract with Integrus Architecture and allowing the Council President to sign said contract after Feb. 9, 2023, if the Mayor has not done so.</p> <p>Such a situation exists in that there is an immediate and urgent need to utilize previously mined data regarding facilities owned by the City of Spokane in conjunction with the feasibility study of the property known as the Premera Campus. Integrus Architecture has the applicable data on City of Spokane facilities and can incorporate this into a feasibility analysis of the Premera Campus.</p> <p>SMC 07.06.180 identifies City Council's ability to declare an emergency situation in order to waive public bidding requirements and Section 38 of the Spokane Charter states that "All written contracts, bonds, and instruments of every kind and description to which the City shall be a party shall be executed in the name of the City by the mayor <u>or the council president under the direction of the city council</u>, or their respective designees, and attested by the city clerk, and when necessary, shall be acknowledged."</p> <p>Legal is currently drafting the contract, which will need to be added by Council on Monday.</p>
Proposed Council Action	Approve 2/6/2023
Fiscal Impact Total Cost: <u>58,500</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA – Revenue Replacement Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) – The City will analyze the reports provided by Integrus and will decide if there is need to make further fiscal obligations towards the project.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

<p>No impacts to the historically excluded communities as the analysis is evaluating capital usage.</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? All data will be compiled and analyzed by Integrus Architecture. Little to no data should be collected of the above mentioned groups.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The report is to develop the feasibility of the project to move forward. Once reports are received, further quantitative and qualitative analysis will be performed to determine the projects advance.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Feasibility will be done as a valuable resource addition to the Capital Improvement Program.</p>

RESOLUTION NO. 2023-_____

A Resolution declaring an emergency and authorizing the City of Spokane to sign a consultant contract for assessment of the feasibility of the purchase of the Premera Campus and it's usage by City departments.

WHEREAS, the City of Spokane has the opportunity to purchase the Premera campus located at 3900 E. Sprague Ave. at a price that is likely to save the City and its taxpayers millions of dollars, and that the City of Spokane is interested in researching the feasibility of the purchase for the delivery of essential public safety and other services;

WHEREAS, the City via Integrus Architecture is currently conducting a capital facilities analysis to determine the usage of currently owned city properties including that of City Hall located at 808 W. Spokane Falls Blvd.;

WHEREAS, the current spaces occupied by various City of Spokane departments are inadequate, unsafe, and/or underutilized for employees and the public and there are significant capital costs to move, refurbish, or build new facilities;

WHEREAS, the 5.8 acre Premera campus property may meet the needs as outlined above and includes existing furniture, emergency generators, security hardware and surface and covered parking;

WHEREAS, the City is exploring the opportunity to relocate multiple City of Spokane Departments to the Premera campus in order make operations more efficient, avoid costly maintenance costs and increase the seriously depleted financial reserves, which requires a prompt feasibility study to understand the site's potential for City functions and financial savings;

WHEREAS, the City of Spokane has entered into a purchase option agreement for the property and has been given 90 days to complete the feasibility study, which began on December 20, 2022, in order to determine whether or not the City of Spokane has an interest in pursuing the project; and

WHEREAS, Integrus Architecture began work analyzing and drafting blueprints and plans for the building as the company was the Company was previously contracted to analyze the Premera campus for the Spokane Police Department; and that Integrus is a leading firm who has specialized services relating to government facilities; and

WHEREAS, SMC 07.06.180(A) authorizes the City Council to waive public bidding requirements by resolution in the event of an emergency.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of Spokane is authorized to sign a service agreement with Integrus Architecture in the amount of \$58,250 to perform the services of:

1. Review existing space documents for the City and the Premera Campus
2. Develop a first fit of program pieces to building plans
3. Perform structural analysis of all buildings for potential additions and required modifications
4. Perform workshop with facilities stakeholders
5. Refine plan diagrams based upon outcome of workshops
6. Develop preliminary construction/remodel cost estimates

BE IT ALSO RESOLVED that the City Council declares that an emergency situation exists in regards to the urgent need to complete the feasibility study pursuant to the purchase and sale agreement that has been ratified, giving the City of Spokane 90 days to complete the study beginning on December 20, 2022 and now approximately half of that 90 day period has passed. Failure to timely complete the feasibility study may result in a loss of opportunity to make an informed decision about the purchase of the Premera campus or loss of opportunity to make the purchase itself.

BE IT FINALLY RESOLVED that if the Mayor has not signed the Integrus Consultant feasibility contract by February 9, 2023, at 3:00 p.m., pursuant to the Spokane City Charter, Spokane City Council President is authorized to sign the agreement for the feasibility study/assessment of the aforementioned property.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

19 - Update on Community Conversation

Beggs, Breean

Council Sponsor: CP Beggs - CP will give an update to CMs regarding the Community Conversation of Policing meetings that have taken place over the last 2+ years. More background and information is included on the briefing paper and attachment.

| For Discussion

Attachments

[Briefing Paper Template 2023.docx](#)

[Reform Document Updated .pdf](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	CP Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Update on Community Conversation
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Background from CP: Shortly after the death of George Floyd, I released a resolution with a suite of 24 proposed police reforms that I believed would support the reconciliation of our community and the police officers who work for us. CP Beggs Proposed Reform Agenda Resolution</p> <p>Many of those reforms have been completely or partially achieved through negotiations with the Spokane Police Department and advocacy at the Legislature.</p> <p>In 2021 the Mayor, Chief of Police, and I agreed to convene a conversation of invited community leaders across a broad spectrum of interests and lived experiences to discuss specific proposed reforms and ideas for further community reconciliation. The City hired two facilitators with deep experience in community policing issues and race relations to lead the conversation.</p> <p>The facilitators guided the group through many authentic conversations regarding participants' experiences and a draft outline for a joint statement/plan for police reform developed by the City Administrator, the Chief of Police and myself. After many hours of discussion, the group was able to provide individual feedback on those proposals. (See attached Draft Outline for Joint Statement/Plan for Police Reform with Community Conversation participant feedback.)</p> <p>In order to support personal and authentic conversations, the invitees initially agreed to keep the conversations private between the participants and release the results after the process was completed. After many unanticipated scheduling delays, the final meeting was set to occur on January 31st. The police reform proposals with participant feedback was planned for release shortly after the meeting so that the City Council, the Police Department, and Community could move forward on additional reforms. Unfortunately, one facilitator was unable to continue due to health issues, and the other decided they could not continue their work- thus the meeting was cancelled.</p> <p>It seems unlikely that this particular group will meet again. Therefore, today I am keeping my commitment to release the draft outline of</p>

	<p>the proposed reform plan with participant feedback from our community conversations.</p> <p>I will now ask City Council and the Administration to move forward with further implementation in collaboration with all interested stakeholders.</p> <p>I am especially grateful to the volunteer community members who participated with their full selves in this challenging process. I also want to thank our facilitators, the Mayor, and the numerous City employees who participated in or hosted the conversations. Spokane has made substantial progress in its evolving police force over the last ten years, but we still have plenty of work to do before everyone in Spokane feels like they belong.</p>
Proposed Council Action	N/A. Possibility of future items, which will come forward separately
<p>Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? This discussion is not about a specific proposal, but an update from CP on the meetings that occurred over the last 2+ years. Possible future proposals/legislation could have impacts that will be more detailed out at the time they are introduced.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Same as above.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Same as above.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A</p>	

DRAFT OUTLINE FOR JOINT STATEMENT/PLAN FOR POLICE REFORM

THIS DRAFT IS CURRENTLY A WORK-PRODUCT BETWEEN COUNCIL PRESIDENT AND THE CITY ADMINISTRATOR. NEITHER COUNCIL NOR THE MAYOR'S OFFICE HAVE AGREED OR FORMALIZED ANY LANGUAGE.

OUTLINE OF JOINT STATEMENT

- I. MAYOR AND COUNCIL COMMUNITY CONVERSATION FOR REFORM
- II. GROUND RULES & TENETS FOR A FACILITATED CONVERSATION ABOUT AND IMPLEMENTATION OF POLICE AND CRIMINAL JUSTICE REFORM
- III. SUBJECTS THAT THE MAYOR, POLICE LEADERSHIP AND THE MAJORITY OF CITY COUNCIL CONCEPTUALLY AGREE ARE READY TO IMPLEMENT AS SOON AS APPROPRIATE POLICIES, ORDINANCES AND/OR FUNDING CAN BE FINALIZED PRIOR TO THE COMMUNITY CONVERSATION ENVISIONED BELOW.
- IV. SUBJECTS THAT NEED EXTENSIVE CONVERSATION AND ANALYSIS BEFORE ADOPTION AND IMPLEMENTATION

I. MAYOR AND COUNCIL COMMUNITY CONVERSATION FOR REFORM

The Mayor and City Council Members have engaged in extensive conversations with each other regarding police and criminal justice reform in response to the killing and treatment of unarmed victims of police violence throughout the nation. The Greater Spokane Community has turned its attention to addressing local issues of racial disproportionality in its criminal justice system and the difficult task of balancing the use of force with individual safety of all people involved.

The City of Spokane Police Department has undergone a remarkable series of reforms in the past ten years and there is more work to do. Historical bad acts and systemic racial bias that reach into the present have traumatized many individuals and communities. Fortunately, when we move beyond our roles in the community and focus on our essential humanity, we have a remarkable capacity for reconciliation. The Mayor and the majority of the City Council have already reached agreement on many reforms that can now be implemented, which are set out below.

However, we seek deeper transformation of our entire criminal justice system and a restoration of relationships between all participants in that system. Towards that end, we have set out to convene a courageous conversation among community representatives, the police, and other interested parties to explore the more challenging issues also listed below. The Mayor and City Council will retain experienced facilitators to explore the issues below. This exploration will include elected officials, City employees with subject matter expertise¹, and those with lived experiences, including crime victims and victim advocates, from the criminal justice system². The goal is to seek agreement and provide feedback to policymakers on how to transform our current system.

¹ Likely police, prosecutors, judges, probation officers, public defenders and the Office of Police Ombudsman.

² The intent is to include diverse community voices who reflect all experiences with the system, including those arrested, victims of crime, and the family members of all three, recognizing that there is often intersectionality between all three.

This conversation will require substantial financial and staff resources to complete along with a robust public engagement strategy. The City can immediately begin implementing the agreed reforms and then add additional reforms for implementation amidst the ongoing conversation. Ideally, the entire list of reforms would be fully explored in less than a year regardless of whether or not full consensus is reached on each item.

II. GROUND RULES & TENETS FOR A FACILITATED CONVERSATIONS ABOUT AND IMPLEMENTATION OF POLICE AND CRIMINAL JUSTICE REFORM

Because police and criminal justice reform is a subject both highly charged and critical to the overall health of our community and the staff that serves that community, a set of "conversation ground rules" or tenets are crucial. In order for any conversation on this subject to be productive, the tenets should be formally agreed to by all parties to the conversation prior to starting the substance of the conversation. An initial set of draft tenets are set out below, subject to the input and agreement of the people invited to the conversation. The final approved tenets must be jointly agreed to in every way by all conversation participants.

RESPECT: Begin every conversation with this basic human expectation.

HUMANIZE: Recognize that the discussion is about humans acting in every role who are imperfect, insightful, and invested in our community.

HONEST: Establish frank and authentic discussion as a baseline for a respectful conversation.

TRUST: Build a foundation of mutual respect, acknowledging that historical and current context has hindered growth in this area for all involved.

COURAGEOUS: Acknowledge these difficult conversations require significant introspection from all parties involved that pulls people outside of their comfort zones and places them in vulnerable positions.

EQUITY: Evaluate the current situation and future improvements through this important lens.

ACCOUNTABLE: Accept that officers are held to a higher standard due to the powers and trust bestowed while expecting individual community members to be reciprocally accountable for their actions.

SAFETY: Prioritize equally the safety of community members and officers.

TRANSPARENCY: Expect this fully of all involved in the conversation.

COMPASSION: Establish this as a key component for decision-making.

LEADERSHIP: Model the values, at all levels, that we expect and instill in our department.

LOCAL: Evaluate and decide based on experiences and expectations in and for our community.

ACKNOWLEDGEMENT: Recognize all sides and the contributions, positive and pointed, each makes to the conversation while avoiding categorically dismissing any points of view.

EFFECTIVENESS: Evaluate proposed changes against the ability of officers to do their jobs safely and with the least impact.

SUPPORTIVE: Demonstrate genuine care and concern for every member of the community.

SERVICE: Continue improving public safety service for all members of the community.

REDUCTION: Continue the mission of reducing crime citywide through community policing, criminal justice reforms, and connectivity to community resources that end the repeat offender cycle.

HEALTH: Measure success based on overall community health while recognizing it as a multi-faceted evaluation that includes stakeholders on both sides of the badge.

RESPONSIVENESS: Respond to calls for service and public inquiries in a professional, courteous, and timely manner.

OUTCOMES: Define the expectations for our community and universally celebrate important milestones.

DATA: Base decisions on data to drive outcomes that are reasoned, thoughtful, and have universal applicability.

OBJECTIVE: Acknowledge bias when entering the conversation and be open to other viewpoints and experiences.

INCLUSIVE: Encourage active listening to all sides by creating an environment that minimizes volume and theater, invites new voices, and values counter viewpoints, and act based on impact to others.

BALANCE: Evaluate ideas based on the collective good while considering and respecting the lived-experience behind the request, proposal, or action.

III. SUBJECTS THAT THE MAYOR, POLICE LEADERSHIP AND THE MAJORITY OF CITY COUNCIL CONCEPTUALLY AGREE ON ARE READY TO IMPLEMENT AS SOON AS APPROPRIATE POLICIES, ORDINANCES AND/OR FUNDING CAN BE FINALIZED PRIOR TO THE COMMUNITY CONVERSATION ENVISIONED BELOW.

1. The City of Spokane commits to ending racial disproportionality in policing and criminal justice. Despite past improvements and ongoing efforts to dismantle systemic and implicit racial bias in the policing of Spokane, ongoing community discussion about voluntary stops, detentions, arrests, searches, and uses of force by police require further study of the racial component of those interactions. The City of Spokane Police Department will continue to record and publish racial data in all police initiated interactions with community members, and the City calls on every agency within the Spokane Regional Criminal Justice system to similarly record and publish every significant action within the criminal justice system using data based on race. The City, including the Spokane Police Department, in collaboration with communities of color and the Office of Police Ombudsman, will create and update annually a plan to reach racial proportionality and allocate sufficient funding to achieve plan milestones and the overall goal of proportionality. (10 Align and 1 Maybe)
2. To implement the will of the voters as expressed in the Spokane City Charter, the City will adopt the framework for negotiating all future public collective bargaining contracts in full view of the public as long as the City Charter provisions on public collective bargaining remain in effect. In that framework, the City will explore, consistent with Washington collective bargaining law, how to include impacted community groups in the review of collective bargaining agreements that directly impact them. (5 Align and 6 Maybe)

3. The City will increase the hiring **and promotion** of diverse public safety and criminal justice employees at minimum to reflect the diversity demographics of the City of Spokane by 2024, preferably hiring from **longtime** community **residents** in order to reduce negative implicit bias by improving contact between isolated groups, preferably using financial and other incentives and any other best practices allowable to improve hiring and retention under state law. The City will create at least one position to recruit and retain public safety employees that reflect the demographics of our community, including developing and coordinating training **and events** related to diversity and inclusion for the Police and Fire Departments. (8 **Align** and 1 **Maybe**)
4. City police officers and other city criminal justice employees shall continue participating in and adding where needed ongoing mandatory training in areas including, but not limited to, motivational interviewing, gender studies, cultural competency, cultural humility, history of race and law enforcement, anti-racism, anti-white supremacy, and implicit bias. The City will publish its training schedule for departments that participate in these subject areas annually. (7 **Align**, 2 **Maybe** and 1 **Neutral**)
5. The City of Spokane will strengthen the “duty to report” policy, which requires that an officer witnessing one of his/her colleagues using unauthorized force must report that incident while on scene to the commander or the commander’s superior. (6 **Align** and 1 **Done**)
6. The City will strengthen the “duty to intervene” policy, which means that an officer witnessing one of his/her colleagues using unauthorized force must attempt to safely intervene to stop such use of unauthorized force by verbal and/or physical means. (5 **Align** and 1 **Done**)
7. The City is committed to the mental health of its police officers and will provide them adequate mental health care resources and time off duty sufficient to maintain their mental health. To lessen the potential for fatal mistakes and misjudgments due to fatigue, the City will explore, in consultation with the Sleep and Performance Research Center at the Elson S. Floyd College of Medicine at WSU-Spokane, a mandate for police officer time off in an effective ratio that will support their effectiveness and health while working. In addition officers engaged in traumatic encounters as defined by a mental health professional will receive time off and be given the opportunity to consult with a mental health professional. There are multiple variables related to performance that will be analyzed to support officers in performance of their duties. (10 **Align** and 1 **Maybe**)
8. Consistent with the provisions of the current CBA, the City will require police officers to ensure their body-worn cameras are on from the time a call is received, **or the officer initiates contact**, to the time that the officer clears the scene or transfers a person subject to that officer’s intervention to someone else’s care. Repeated violations other than *de minimis* will result in progressive discipline. **This measure will require collective bargaining before implementation. The City will publish annually disaggregated data on body camera compliance.** (8 **Align**, 1 **Maybe** and 1 **No**)
9. The City will seek to release **upon request** all body camera video with appropriate redactions within 45 days of the City’s receipt of a public records request for such video, unless the video is needed as part of a current criminal investigation that has not yet been provided to the Office of the Prosecutor or there are **documented** insufficient staff resources. The City will prioritize the release of records related to officer involved deaths and incidents highly publicized in the local media. The City will not withhold video during Internal Affairs investigations except as specifically exempted under the Washington Public Records Act, in order to comply with Washington State Supreme Court precedent - *Sargent v. City of Seattle*. The City will explore the appropriate technology and personnel requirements needed to accomplish this goal. The City will explore moving public records currently assigned to the Police Department to the City Clerk’s supervision in order to increase independence in determining applicable exemptions and the schedule of release of records. (8 **Align** and 1 **Maybe**)
10. The City will publish or publicize general rules of engagement, excluding specific strategies or tactics, for large events, marches, and demonstrations ahead of time so participants and officers and mutually

responding jurisdictions know what to expect to keep the peace and protect citizens and officers from physical harm. It will institute the practice, to the extent that this is possible, of meeting with organizers of scheduled events in advance of events to ensure that logistical details and general rules are clearly specified and lines of communication established and maintained to ensure that everyone is safe while exercising their First Amendment rights and city policing responsibilities. (5 Align and 5 Maybe)

11. The Police Department and Municipal Court will collect and annually report data on all relevant criminal activity trends, interactions, public engagements, including all the data elements on race that are specified in RCW 43.43.480, as has been encouraged by the Washington State Patrol, the state Criminal Justice Training Commission, and the Washington Association of Sheriffs and Police Chiefs since 2000. (6 Align and 3 Maybe)
12. The City will ensure that our Office of Police Ombudsman Commission maintains representation from communities of color and other groups that have been subject to disproportionality in policing historically, as a way to help heal and address historical inequities. (4 Align and 1 Done)
13. The City, as a partnership of the Council, through its Public Safety Committee or special ad hoc committees, Administration, Police Guild, and police staff, will continue to work to reform policies and procedures to use best practices and techniques to ensure law enforcement can deliver safe, equitable, and effective policing. The City will not tolerate racism and will adopt a racial equity lens and process to evaluate police and criminal justice operations on an annual basis. The City will publish an action plan, which it will update annually. (5 Align and 2 Maybe)
14. The City will prohibit City of Spokane commissioned police officers from participating in the so-called “no-knock” execution of search warrants within the City limits except when the warrant is limited to the search for illegal weapons, a vulnerable community member, or a fugitive from the law. (4 Align and 1 Done)
15. The City will work with its Civil Service Commission and the community (including current public safety employees) to determine what the best qualifications should be for public safety employees in the City of Spokane and work to update qualification standards and testing to align all future hires with those needs—the goal being to select only the highest quality candidates for our police department in relation to their revised duties. (4 Align and 2 Maybe)
16. Consistent with Washington State law on public employee collective bargaining, fully align the powers and practices of the Office of Police Ombudsman (“OPO”) with Section 129 of the City Charter, adopted by the voters in 2013; in particular the duty to publish comprehensive closing reports and power to conduct independent investigations, provided that such investigations do not interfere with internal affairs investigations and that the OPO has no authority over officer discipline. (7 Align, 2 Maybe and 1 Done)
17. The City will advocate for appropriate bail reform and full funding of pre-trial community supervision in Spokane County Superior Court so that Spokane community members who have been arrested but not convicted can benefit from the full promise of least restrictive conditions of release under CrR3.2(B). (9 Align and 1 Maybe)

IV. SUBJECTS THAT NEED MORE EXTENSIVE CONVERSATION AND ANALYSIS BEFORE ADOPTION AND IMPLEMENTATION

These are topics that the Mayor, Council, SPD, and community agree to study and discuss using the Tenets listed above. All topics will be fully explored without precondition as to whether or not the City Council and Mayor will implement them.

1. ~~The City, as a partnership of the Council, Administration, and Spokane Police Department along with appropriate public agencies such as the Office of Police Ombudsman Commission and the Human Rights Commission, will convene a collaboration group in 2021 to reimagine public safety and criminal justice using a (racial equity and) community health lens of harm reduction for City functions that, by default, have landed on the Police Department, with all ideas on the table, and a report with recommendations due to Council by November, 2021. The collaboration group will include subject matter experts from the Spokane Police Department, the Office of Police Ombudsman, institutions of higher education, and representatives from community groups with lived experience, including victims of crime and crime victim advocates, related to policing and criminal justice.~~ The review and report will focus on current calls assigned to police services that could be accomplished in tandem with or independently by non-commissioned employees and/or non-governmental organizations. (3 Align)
2. (A.) The City will accelerate implementation of Initiative 940 (& HB1267) requirements and publish annual reports on its progress, (B) including a new procedure to (engage) the Police Ombudsman (and community) of critical incidents as required under SMC 4.32.040. (5 Align and 2 Maybe)
3. (If we agree on reforms here.) The Mayor, Council, SPD, and community will collaborate and advocate in a unified voice for additional safeguards, for the community and our officers, at the State and National level. This may include many topics to be discussed and agreed upon openly that would support the agreed upon reforms. (6 Maybe and 2 Align)
4. Consistent with State and Federal laws, the use or preclusion of Qualified Immunity defenses in cases where the City is paying for the legal defense and fully indemnifying city employees who are sued for conduct within the course of their official duties; including a review of policies, history, data, effectiveness, procedures, procedures, and how its current use impacts police reforms. (6 Align, 1 No and 1 Neutral)
5. (A) The City will consider renewing the publication on the City's website of all Internal Affairs ("IA") investigations with names redacted. (B) The City will also consider posting on the City's website all responsive records to all public records requests to the City, so that all community members can more easily review the records requested by any other person without additional expense or delay; and save staff time and taxpayer funds. (4 Maybe, 4 Align and 1 No)
6. All police Administrative Review, Use of Force, and Deadly Use of Force Panel meetings will be considered for audio and video recording and posting on the City's website. (4 Maybe, 4 No and 2 Align)
7. The City Council will consider appropriating funds in 2021 to enable the Police Department to co-deploy up to an additional six behavior health interventionists and one supervisor to assist responding officers, funded by not yet allocated funds in the 2019 Public Safety Levy, and conduct a systematic review of our ordinances to identify those types of conduct which are more effectively addressed with behavioral and mental health interventions, rather than with a commissioned police officer's response. (7 Align and 1 Maybe)

STICKIE NOTES:

- a. 1. Racial w/equality lens on hiring (Need BIPOC behavioral health agency)
 - b. 2. Systems Issues: But Call Center: Spokane Regional Emergency Communications is controlled by county/no city member
8. The City will consider fully fund pre-trial community supervision in its Municipal Court so that all individuals arrested who have not been convicted of a crime will be subject to the least restrictive conditions of release necessary to ensure their return to court and community safety in compliance with CrRLJ3.2(B) without setting bail amounts that they are unable pay. (8 Align and 1 Maybe)

STICKIE NOTE

- a. \$ There; involve community

9. The City will continue to advocate for Smart Justice reforms at the County, State and Federal levels so that individuals accused and convicted of crimes will be individually evaluated for their criminogenic needs and responsivity and provided personalized evidence-based interventions that will reduce the likelihood of future offenses and costs to taxpayers. The City will support monitoring of judicial and prosecutorial discretionary decisions to evaluate their alignment with Smart Justice and racial equity. The City will seek further collaboration with its County partners to reform its entire criminal justice system in a manner that reduces crime, reduces costs and reclaims lives. (7 Align, 2 Maybe and 1 No)

STICKIE NOTE

- a. Smart justice from all angles
10. The potential modification of several current use of force tactics and/or policies based on history, data, effectiveness, procedures, comparison to the use by the nation's top³ police departments, proportionality, reasonableness, necessity, safety, and interference with 4th and 1st Amendment. Tactics and/or policies would include intentional bites by police dogs, the Exceptional Tactics exception to regular policies, lateral neck restraints, rubber bullets, tear gas, and armored vehicles. Each tactic and/or policy would be discussed separately in individual sessions. (1 Align and 1 Done)

Notes:

- 1. Racial w/equality lens on hiring (Need BIPOC behavioral health agency)
- 2. Systems Issues: But Call Center: Spokane Regional Emergency Communications is controlled by county/no city member
- \$ There; involve community
- Smart justice from all angles

³ "Top police departments" means the nation's largest police departments that have adopted racial equity practices and have demonstrated superior results in reductions in use of force, community complaints and crime.

20 - Outside Counsel Contract Amendment - Pacifica

Smithson, Lynden

Council Sponsor: CM Cathcart - Amendment of Outside Counsel Contract with Pacifica Law Group.

| For Information

Attachments

[Briefing Paper Pacifica - Tofsrud.docx](#)

[M23-027 Pacifica Law Group OPR 2022-0297 Amendment.docx](#)

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Legal
Contact Name & Phone	Lynden Smithson, Ext. 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amendment to Outside Counsel Contract
Summary (Background)	Contract Amendment for Pacifica Law Group as outside legal counsel in the matter of Lonnie Tofsrud v. City of Spokane, Spokane County Superior Court Cause No. 22-2-000714-32. This litigation arises from a Complaint for wrongful termination, discrimination on basis of disability and retaliation for civil litigation.
Proposed Council Action & Date:	Committee review on February 6, 2023 with Council Approval on February 13, 2023
Fiscal Impact: Total Cost: <u>\$100,000</u> Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Risk Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



CITY OF SPOKANE

CONTRACT AMENDMENT

Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as **OUTSIDE COUNSEL** providing legal services and advice to the City regarding the matter of lawsuit of Lonnie Tofsrud v. City of Spokane, Spokane County Superior Court Cause No. 22-2-000714-32; and

WHEREAS, additional funds are necessary to defend this case, thus, the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated April 20, 2022 and April 21, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

PACIFICA LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

M23-027

21 - Outside Counsel Contract Amendment - Summit

Smithson, Lynden

Council Sponsor: CM Cathcart - Amendment of Outside Counsel Contract with Summit Law Group.

| For Information

Attachments

[Briefing Paper Summit Law Group - Labor.docx](#)

[23-020 Summit Law Group Amendment OPR 2022-0481.docx](#)

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Legal
Contact Name & Phone	Lynden Smithson, Ext. 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amendment to Outside Counsel Contract
Summary (Background)	Contract Amendment for Summit Law Group as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice.
Proposed Council Action & Date:	Committee review on February 6, 2023 with Council Approval on February 13, 2023
Fiscal Impact: Total Cost: <u>\$75,000</u> Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP**, whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing 2022 Labor Negotiation Services and Advice to the City, and

WHEREAS, the original scope of has changed and additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 1, 2022.

3. AMENDMENT.

The original Contract is hereby amended as Labor Negotiations and Human Resource Advise work for the City continues.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**.

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

SUMMIT LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

22 - WASPC Traffic Safety Equipment Grant FY22-23

Fuller, Teresa

Council Sponsor: Lori Kinnear

The goal of the grant is to continue to make traffic safety enforcement a high priority in the City of Spokane. The FST equipment will be used in DUI Enforcement with SPD DUI Enforcement Team & SPD Patrol Teams. This additional equipment is necessary to continue to support the mission of continuing to keep traffic safety enforcement a high priority in the City of Spokane.

For Information

Attachments

[WASPC Applying for Traffic Safety Equipment Grant FY22-23 PS Briefing Paper-.pdf](#)

Committee Agenda Sheet
[PSCH COMMITTEE January 2023]

Submitting Department	Spokane Police Department
Contact Name & Phone	Sgt. Teresa Fuller 835-4587
Contact Email	Tfuller@spokanepolice.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	WASPC Traffic Safety Equipment Grant FY22-23-State & Community Hwy Safety
Summary (Background)	<p>Background/History:</p> <p>The Spokane Police Department will be applying for the FY22-23 WASPC Traffic Safety Equipment grant. WASPC meets annually to determine funding priorities under this grant and awards are given for Traffic Safety equipment requests where traffic safety enforcement is a high priority. The Spokane Police Department has been awarded grant funds for eight years under this equipment grant and has been able to purchase in past years sector scanner and printer, sector paper, radar/lidar and FST equipment.</p>
Proposed Council Action & Date:	<p>Executive Summary:</p> <p>The goal of the grant is to continue to make traffic safety enforcement a high priority in the City of Spokane. The FST equipment will be used in DUI Enforcement with SPD DUI Enforcement Team & SPD Patrol Teams. This additional equipment is necessary to continue to support the mission of continuing to keep traffic safety enforcement a high priority in the City of Spokane.</p> <p>Applying for the WASPC equipment grant FY22-23 and if awarded the \$6,000.00 funds would be awarded in FY23 to be used towards purchase of (12) FST kits, so this grant purchase would be included in the FY23 SPD budget. The SPD will learn if awarded the grant by March 2023.</p> <p>Action</p> <p>Apply for WASPC Traffic Safety Equipment Grant FY22-23. If approved then purchase equipment if awarded.</p> <p>Funding</p> <p>Applying for (12) FST kits and if awarded would be reimbursed \$500.00 each which can include sales tax and shipping costs for a total of \$6,000.00 total award.</p>

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?

23 - Acceptance of WA State Legislature Training Funds and SBO *MacConnell, Jacqui*

Council Sponsor: Michael Cathcart and Lori Kinnear

This funding is a one-time benefit to offset training costs required by the listed enacted legislation (either for already incurred expenses or expenses to be incurred). If we do not apply for and receive our funding prior to June 30, 2023, the funds will be returned to the WA State General Fund.

| For Information

Attachments

[Briefing Paper - Acceptance of Training Funds WA State Legislature.pdf](#)

[SBO - FY23 Legislative training funds.pdf](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Cathcart and Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Acceptance of WA State Legislature Training Funds and SBO
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department was made aware funds the Washington State Legislature has provided for local law enforcement agencies to assist with the cost of training required by certain legislation enacted in 2021 and 2022 (use of force HB1310; duty to intervene SB5066; use of force HB 1735; use of force HB2037). Once we apply, the Spokane Police Department will tentatively receive \$114,753.60 for such costs.</p> <p>This funding is a one-time benefit to offset training costs required by the listed enacted legislation (either for already incurred expenses or expenses to be incurred). If we do not apply for and receive our funding prior to June 30, 2023, the funds will be returned to the WA State General Fund.</p> <p>SPD is requesting approval to apply and subsequently receive the funds; along with a corresponding special budget ordinance to update the budget to reflect these changes.</p>
Proposed Council Action	Approval to apply for funds & SBO – February 27 th .
Fiscal Impact	<p>Total Annual Cost: \$114,753.60 Total Cost Remaining This Year: \$114,753.60 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA State Legislature distribution</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	N/A

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

N/A

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

N/A

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$114,754.
 - A) Of the increased revenue, \$114,754 is provided by the Washington Legislature solely for one-time training costs under enacted legislation.

- 2) Increase appropriation by \$114,754.
 - B) Of the increased appropriation, \$114,754 is provided solely for one-time training costs.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from distribution of state funds due to recent legislation around police training, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

24 - SPD - Academy Restroom Remodel Contract Amendment

Steele, David

Council Sponsor: CM Cathcart - Contract amendment adding additional dollars to provide for unforeseen conditions related to sanitary plumbing venting, drainage, alignment, and tie in to existing sewer lines.

| For Information

Attachments

[PUBLIC SAFETY - Briefing Paper - Academy Restroom Change Order.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane Police Department Academy – Restroom Remodel Contract Amendment \$19,456
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the Spokane Police Department, is completing a remodel of both group restrooms to bring them up to current ADA standards. This project entails the removal and relocation of all wall hung toilets, urinals, sinks and faucets. As part of this, once the walls were opened, the contractor discovered that the existing plumbing drain lines need to be rebuilt to allow for the new wall carriers (hardware that supports the wall hung toilet) to be installed at proper heights. This requires new height adjustable wall carriers, concrete floor removal and replacement, new sanitary drain line connections, new vent line connections, additional wall framing, and bench relocation. Also included in this additional work order is minor electrical to meet current building code for outlets in wet locations.
Proposed Council Action	Approval of Contract Amendment
Fiscal Impact	
Total Cost: <u>\$19,456</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Police account number 5902-79115-94000-56203-99999	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) NA	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
<p style="text-align: center;">The Police Academy provides law enforcement training for local and regional law enforcement agencies. This work rebuilds critical infrastructure to support that service and brings the facility into compliance with ADA standards which directly serves the disabled community.</p>	

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

This work will be evaluated as successful by meeting current ADA standards

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

This work will be evaluated as successful by meeting current ADA standards

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

The Police Academy provides law enforcement training for local and regional law enforcement agencies directly impacting Public Safety for multiple communities. This work rebuilds critical infrastructure to support that service and brings the facility into compliance with ADA standards which directly servers local and regional law enforcement efforts.

25 - FEMA Assistance to Firefighters Grant

Schaeffer, Brian

Council Sponsors: CM Kinnear; CM Cathcart

SFD is seeking approval to apply for FEMA's Assistance to Firefighters Grant for approximately \$900,000 to purchase a CO2 Emergency Technical Decontamination Extractor to remove toxins from firefighter's gear.

| For Information

Attachments

[Briefing Paper AFG Grant.docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	Spokane Fire Department
Contact Name	Rex Strickland
Contact Email & Phone	Rstrickland@spokanecity.org ; 509-25-7004
Council Sponsor(s)	CM Kinnear; CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FEMA Assistance to Firefighters Grant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Spokane Fire Department is seeking approval to apply for FEMA's Assistance to Firefighters Grant in the amount of approximately 900,000. These funds would be utilized to purchase a CO2 Emergency Technical Decontamination Extractor (ETD). ETD is the only method of cleaning firefighter gear of toxins such as PFOS and Lithium-Ion contaminants that cause cancer in firefighters. The unique ecofriendly cleaning method is gentle enough to increase the lifespan of their equipment by 30%. This technology will protect the health and safety of our firefighters and offer long-term cost saving mechanisms not offered with the current cleaning process.
Proposed Council Action	Approve grant application
Fiscal Impact Total Cost: <u>900,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Assistance to Firefighting Grant Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) there is a 10% match requirement.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A the ETD Extractor is a cleaning appliance utilized by fire personnel to remove toxins from personal protective equipment caused by exposure to hazardous chemicals in fires.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A the cleaning appliance will not have any direct effect on existing disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Nationwide studies have been conducted that the ETD extractor is one of the only cleaning appliances able to successfully remove these hazardous toxins.	

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?

Protecting the health and safety of our firefighters, eco-friendly appliance, cost-effective, and extends the life span of gear and tools that otherwise would have been condemned due to exposure.

26 - FY22-23 BHU Grant Agreement

Olsen, Eric

Council Sponsor: CM Cathcart - Acceptance of grant agreement with Spokane County to fund staff assigned to the regional behavioral health unit.

| For Information

Attachments

[Briefing Paper - FY22-23 BHU Grant Award.docx](#)

[City of Spokane MHFRT FY22 Contract.pdf](#)

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	FY22-23 BHU grant award agreement
Summary (Background)	<p>The City of Spokane Police Department entered in an MOU with the Spokane County Sheriffs Office regarding the FY2023 Regional Mental Health Field Response Team program under OPR 2022-0639. SPD is now seeking approval of grant award from the Washington Association of Sheriffs and Police Chiefs (WASPC), through Spokane County Sheriffs Office, that will be used to operate the collaborative Mental Health Field Response Teams Program.</p> <p>Total funding awarded to the City is \$879,780 and will be used:</p> <ul style="list-style-type: none"> • Salary/Benefits - \$772,525 <ul style="list-style-type: none"> ○ Used to fund 6 FTE's • Overtime - \$97,255 • Travel/Training - \$10,000 <p>Assigned under the grant will be one SPD Sergeant, one Mental Health Coordinator, and four Senior Police Officers. These will be new, grant-funded positions created in the Police Grants Fund.</p> <p>Grant period July 1, 2022 through June 30, 2023</p>
Proposed Council Action & Date:	Acceptance of grant agreement – February 20 th , 2023
Fiscal Impact:	<p>Total Cost: <u>\$879,780</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: WASPC grant funds through SCSO</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>

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?

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
IN CONJUNCTION WITH THE
MENTAL HEALTH FIELD RESPONSE TEAM FY22 GRANT PROGRAM**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount \$879,780	3. Tax ID# 91-6001280
5. Grantee Representative Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org		6. County's Representative Heather Arnold, Grants Administrator Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7272 harnold@spokanecounty.org	
7. Grantor ID#	8. Original Grant ID# MHFR-22-008	9. Start Date 07/01/22	10. End Date 06/30/23
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs			
12. Federal Funds (as applicable) N/A	13. CFDA # N/A	14. Federal Agency: N/A	
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
17. Grant Purpose: The goal of this grant awarded by the Washington Association of Sheriffs and Police Chiefs (WASPC) is to direct individuals to community resources and to divert individuals out of the criminal justice systems into programs better designed to treat individuals' needs.			
18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.			
FOR THE GRANTEE:		FOR COUNTY:	
Signature _____	Date _____	Signature _____	Date _____
Name _____		Name _____	
Title _____		Title _____	

(FACE SHEET)

SECTION NO. 1: SERVICES

The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made monthly and are due on or before the 5th day of the month following the period which services were provided. **Failure to do so, may result in the County's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

**Contessa Tucker, Accounting Tech IV
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
Ctucker@spokanesherriff.org**

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment "A" will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction

Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations:

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

SECTION NO. 7: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this AGREEMENT.

SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION NO. 9: NEW CIVIL RIGHTS PROVISION

The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 10: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

SECTION NO. 12: PAY EQUITY

The CITY agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.

2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.

This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

SECTION NO. 13: TERMINATION FOR CAUSE/SUSPENSION

In the event COUNTY determines that the CITY failed to comply with any term or condition of this AGREEMENT, COUNTY may terminate the AGREEMENT in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY, upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this AGREEMENT. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the CITY.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

SECTION NO. 14: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this AGREEMENT, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the COUNTY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

SECTION NO. 15: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;

- C. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

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

SECTION NO. 16: COUNTY REPRESENTATIVE

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

SECTION NO. 17: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 18: HEADINGS

The Section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 19: MODIFICATION

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 20: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 21: INDEMNIFICATION

To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.

The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this AGREEMENT. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.

The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

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

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

SECTION NO. 22: 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. The CITY has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

SECTION NO. 23: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 24: 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. 25: 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. 26: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of

the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

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

SECTION NO. 27: NO THIRD-PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 28: SURVIVAL

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

SECTION NO. 29: INSURANCE

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

SECTION NO. 30: SINGLE AUDIT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If the CITY is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The CITY has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant

performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- C. The CITY shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The CITY is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. The CITY must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, the CITY must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of the CITY's fiscal year(s):

**Heather Arnold, Grants Administrator
Spokane County
1116 W. Broadway
Spokane, WA 99260**

- F. If the CITY claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the CITY must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the CITY's fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. The CITY shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the CITY's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted.

SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

- B. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- D. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.

Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.

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

The CITY further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 32: SUBCONTRACTORS

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY's representative of any

subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 33: ASSIGNMENT

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

SECTION NO. 34: ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 35: RECORDS MAINTENANCE

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 36: LOSS OF FUNDING

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

SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

- A. All material provided to the CITY by COUNTY that is designated as "confidential" by COUNTY;
- B. All material produced by the CITY that is designated as "confidential" by COUNTY; and
- C. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 38: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the CITY hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce,

distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

SECTION NO. 39: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

SECTION NO. 40: REPORTING

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Mental Health Field Response Team Program on the work performed. These reports should be submitted to:

**Contessa Tucker, Accounting Tech IV
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
Ctucker@spokanesherriff.org**

SECTION NO. 41: POLITICAL ACTIVITIES

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 42: PUBLICITY

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

SECTION NO. 43: TAXES

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION

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

ATTACHMENT "A"
SCOPE OF WORK

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Mental Health Field Response Team Program (hereinafter referred to as Spokane County MHFRT Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County MHFRT Program, the CITY agrees to the following:

1. The CITY will provide a Sergeant who will be assigned to supervise the four (4) co-deployed Mental Health Field Response Teams from all three (3) jurisdictions: City of Spokane; City of Spokane Valley; and the unincorporated and incorporated communities in Spokane County to which the Spokane County Sheriff's Office (SCSO) provides law enforcement services;
2. The CITY will provide one (1) Mental Health Coordinator who will coordinate daily operations; and
3. The CITY will provide four (4) officers.

ATTACHMENT "B"
BUDGET

Category	Budget Protected Direct Costs
Salary/ Benefits	\$772,525.00
Overtime	\$97,255.00
Supplies	\$0.00
Travel/Training	\$10,000.00
Total Program	\$879,780.00

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

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

Budget may not be shifted from one-line item to another line item without prior written approval from SCSO and WASPC. Payment will be on a reimbursement basis only.



**Spokane County
INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name
		Spokane County MHFRT Program FY22

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY _____
(SIGN IN INK)

_____ (TITLE) _____ (DATE)



FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

27 - YWCA Contract for FY22 ICJR Grant

McNab, Michael

Council Sponsor: CM Cathcart - YWCA Contract for FY22 ICJR Grant

For Information

Attachments

[Briefing Paper - YWCA FY22 ICJR grant.docx](#)

[Attachment A ICJR Project Narrative_2022.pdf](#)

[Attachment B Award letter conditions ICJR 2022.pdf](#)

[Attachment C ICJR Budget_2022.pdf](#)

[ICJR Subcontract for signatures.docx](#)

[SBO - FY23 ICJR grant.docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Police
Contact Name	Mike McNab
Contact Email & Phone	mmcnab@spokanepolice.org 835-4514
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FY22 OVW ICJR Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant acceptance
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Police Department (SPD), in collaboration with the YWCA Spokane, Spokane Family Justice Center and Spokane County, applied for and subsequently were awarded grant funds from the Dept. of Justice Office of Violence Against Women(OVW) for the "Improve Criminal Justice Responses (ICJR) to Domestic Violence, Dating Violence, Sexual Assault, and Stalking" program. This program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, tribal governments, and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes.</p> <p>The YWCA was chosen to be the primary recipient and the City will be a sub-awardee. Total grant award of \$674,049.72 with the City being awarded \$268,240 to be used to fund 0.48 FTE of an SPD Officer assigned to the grant. The grant period is 10/01/2022 to 09/30/2026.</p> <p>Special budget ordinance is also needed to appropriately adjust the budget to reflect this newly awarded grant.</p>
Proposed Council Action	Approval of FY22 OVW ICJR grant sub-award and SBO – Feb. 27th
Fiscal Impact Total Cost: <u>\$268,240</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Dept. of Justice Office of Violence Against Women through the YWCA Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – Our domestic violence unit serves all who live in the community.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

Our normal crime statistics will be used.

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

N/A – The SPD Domestic Violence Unit is ongoing.

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?

Funding domestic violence officers increases public safety.

Purpose of the Proposal

I. Description of the Communities and Traditionally Underserved Populations

YWCA Spokane (YWCA) and Spokane Family Justice Center (FJC) partners submit our application to OVW to Improve Criminal Justice Responses (ICJR) to Domestic Violence (DV) to be implemented in Spokane County in Washington State. Our request represents a new application for work previously funded by ICJR and is a collaborative project of the YWCA, the city and county. Characteristics of our service area include high rates of DV, low median incomes and high levels of poverty. Spokane County has consistently recorded DV rates that far exceed our state's average. In 2020, incidences of DV were double the state average (Spokane County: 14.7/1,000 vs. 7.2/1,000 in WA State.) Median household (HH) income in Spokane also lags behind the state, and poverty rates are higher here, as is depicted in Table 1.

Project County	Median HH Income	Difference	Poverty Rate
Spokane, WA	\$60,101	-\$16,905	13.4%
WA (state average)	\$77,006		9.5%

Our area is also experiencing extreme economic and social growing pains, including rapidly increasing cost of housing, rising costs of living and population growth, and fast-growing rates of homelessness. Homelessness in the City of Spokane increased 25% from 2018 to 2020, according to the city's Point in Time Count. Domestic and family violence were listed as the top two reasons for homelessness in the city's Point in Time count.² Housing prices have increased 60% since 2020, and the city's mayor declared a state of housing emergency in 2021.³ In terms of underserved populations, the service area has a higher proportion of aging adults (10.2%) than the

¹ US Census Bureau. Poverty Rates, 2022, accessed March 31, 2022

² City of Spokane, Point in Time Count Report, 2020

³ The New York Times, 'The Next Affordable City is Already Too Expensive,' Feb. 20, 2022, <https://nyti.ms/3KaT5is>

rest of the state (8.8%) and serves as a hub for medical care and social services for those in outlying rural counties, which have a disproportionately aging population.⁴ The number of Limited English Proficiency (LEP) residents who live in Spokane County (7.2%) is lower than that of the state average (20%) or the U.S. (21.5%). Nonetheless, we recognize residents with LEP are often at higher risk for DV victimization, dating violence and stalking and face unique safety concerns. According to data from The UCLA Williams Institute, which uses surveys and CDC data to estimate the LGBT population in the US by state, Washington has a relatively high population of LGBTQ+ residents at 5.2%.⁵ LGBTQ+ survivors report consistently high rates of intimate partner domestic violence (IPDV) compared to heterosexual survivors. Underserved Black and Indigenous People of Color are described in the next section.

2. Description of the Service Area

Spokane County is the fourth most populous county in the state, with 546,040 residents. Primary cities in the service area include the city of Spokane and the city of Spokane Valley—the second largest and the 9th largest in the state, respectively. Spokane County covers an area of 1,764 square miles. Surrounded by rural areas in all directions, Spokane serves as the de facto service center and medical hub for an area that includes Eastern WA, North Idaho, Western Montana, and southern portions of British Columbia. Demographically, our service area is primarily white (88.9%). Hispanic/Latino and Asian residents constitute the largest minority groups at 6.1 and 2.4%, respectively. The remainder of residents are Black/African American (2.0%), American Indian/Alaska Native (1.8%), Native Hawaiian/Other Pacific Islander (0.6%). Residents reporting two or more races account for 4.2% of the total population.⁶ The Kalispel, Spokane, and Colville

⁴ US Census Bureau, Population Estimates, American Community Survey, 2016-2020

⁵ LGBT Demographic Data Interactive. (January 2019). Los Angeles, CA: The Williams Institute, UCLA School of Law.

⁶ US Census Bureau

Native American tribes have reservations to the north, east, and west of the county. Although our service area does not overlap with these regions, urban tribal members who live in Spokane may benefit from this project.

3. Description of the Need: DV rates and prosecution of DV is a significant issue in the service area and in Washington State. Despite the local and statewide efforts to mitigate DV and family violence, and increased enforcement of Emergency Risk Protection Orders (ERPO), rates remain high and concerning. In 2020, 13,909 protection order violations in the state were related to DV (77.3% of the total.) This represents an increase of over 40% from 2015 for the same marker.⁷ While some of this difference may be accounted for by additional agencies reporting data, which is a positive indicator, the increase is still extremely concerning.

Protective order violations, an important DV indicator, are considered particularly dangerous because they are issued by a court to protect someone who is a victim of DV from being further harmed. When perpetrators violate these orders, their actions suggest they feel a sense of fearlessness towards legal sanctions and are emboldened by the belief that the judicial system has no capacity to hold them accountable. Washington State lawmakers recognize this as a longstanding issue and have recently amended state law related to this problem. Washington is one of only 19 states with ERPO laws, and the only state to include hate as a criteria for an ERPO.⁸ Additionally, new laws passed in 2021 required subjects of DV, sexual assault, stalking or anti-harassment protection orders to surrender weapons. Two other Family Justice Centers are located in the state, and Spokane County was chosen as one of the first 6 pilot sites for a Firearm Technical Assistance Project (FTAP) in the United States (extended into 2022). However, enforcement of

⁷ Crime in Washington, Annual Report, Washington Association of Sheriffs and Police Chiefs, 2015, 2020, 2021

⁸ John Hopkins Bloomberg School of Public Health, Extreme Risk Protection Orders, Washington State, April 16 2020

the firearm laws has proven problematic and uneven, and interpretation varies between courts, localities and even between law enforcement agencies in the same locality.

The project partners in this application have been working together since the 1990s and formally since 2011 on several initiatives to improve communication, identify problems in the response to DV and sexual assault (SA), and implement new best practices. Past (and current) efforts include beginning the Spokane County FJC, implementing the use of the Lethality Assessment Protocol (LAP) tool⁹ throughout area law enforcement (LE) units, starting a DV court, and becoming an FTAP Pilot Site. Our current efforts keep an escalating situation from becoming worse. The reality is that LE and social services departments are chronically understaffed, courts are extremely behind on hearings and the pandemic has strained all first responders' ability to address these issues at both an individual and system level, let alone across systems. Without steady funding of our current efforts and proposed expansion, Spokane County will not be able to sustain our response to DV and deploy a mixed law enforcement (LE)/advocate model proven to effectively help survivors and lower lethality.

4. Prevalence of DV, Dating Violence, Sexual Assault, and Stalking

In Spokane County, DV rates rose from 10.4/1,000 in 2016 to 14.7/1,000 in 2020—an increase of more than 40%.¹⁰ DV also makes up a significant proportion of local crime against persons. City and county law enforcement (LE) receive 6,000-7,000 DV-related calls for service every year. In 2020, Spokane County police reported that 14% of all crimes in the jurisdiction were due to DV, and DV perpetrators committed 87% of all no contact order violations, an even higher rate than the state on this same statistic.¹¹ Additionally, a high number of charges are dismissed: 43% of DV

⁹ Spokane County uses the Maryland Model.

¹⁰ Spokane Regional Health District, County Health Insights Dashboard, <https://countyhealthinsights.org/county/spokane/indicators/domestic-violence/>

¹¹ Washington Association of Sheriffs and Police Chiefs, Crime in Washington Report, 2020

related charges are dismissed and 1 in 3 DV perpetrators re-offends within 2 years of their prior offense¹² Our project primarily focuses on intimate partner DV but we also work with survivors who experience sexual assault or stalking as part of IPDV. The experiences are often intertwined. As detailed in question 3, protection order violations have consistently remained high in the service area, although our success at lowering the lethality of these situations has improved considerably since implementing tools such as the LAP, the FJC officer/advocate model, strangulation trainings, and Order to Surrender Weapons (OTSW) compliance efforts, as further detailed in this proposal.¹³ All these are spearheaded by FJC staff. Preventing lethality is a core focus on our project. There were 57 DV homicides reported in Washington State in 2020—22 which involved firearms.

5. How Community Needs Connect to Proposed Purpose Area

Our project responds to purpose areas 10 and 5. YWCA and partners propose a coordinated, interdisciplinary response to DV cases, prioritizing those with high lethality and embedding services in the FJC. Our project design also incorporates OVW priority 2 because our work is rooted in survivor-centered approaches, as further detailed in Table 2 in *What Will Be Done*.

6. Gaps in Services and How the Project will Complement, Not Duplicate

In 2019, the City of Spokane, YWCA, and other partners improved victim safety by increasing offender accountability and enforcing existing DV state laws around firearm surrender. We analyzed what happens when LE responded to a DV call, and then determined where high-risk offenders fall through cracks in the judicial system. We discovered that in both criminal and civil legal pathways of the judicial system, information about offender dangerousness or possession of

¹² Spokane Regional Health District. "Confronting Domestic Violence in Spokane County."

¹³ Washington Association of Sheriffs and Police Chiefs, Crime in Washington Report, 2020

weapons is not consistently communicated or reviewed by prosecutors or judges prior to first appearances or hearings.

Incomplete communication means offenders who possess firearms and show increased probability of using weapons against victims experience limited accountability in court. In civil protection order (CPO) hearing and criminal no-contact order (NCO) First Appearances,¹⁴ offenders are ordered to surrender firearms as part of the judicial process but there is no mechanism to monitor their compliance and hold them accountable. Victim safety largely depends on offenders voluntarily surrendering weapons—, which almost never happens. Valuable court time is wasted when offenders continuously fail to appear for OTSW review hearings. Law enforcement resources are needlessly expended as they make repeated attempts to follow through on OTSW unsuccessfully. Ultimately this lack of coordination places victims in continued jeopardy and benefits DV offenders who maintain possession of their firearms despite state laws which bar them from possessing guns.¹⁵ In the most recent ICJR project, we transformed the OTSW process in Spokane County Superior Court, as detailed in the next section. We also sustained proven approaches that increase victim safety, such as LAP screenings, and coordination between advocates, LE, and other system-based partners. With continued funding, we will sustain our work in Superior Court and extend these tested approaches to District Court where overall OTSW compliance is low. We have partners in District Court willing to work on this project with us. Our project will complement without duplicating existing efforts across our county. The City of Spokane has been awarded an OVW grant for FTAP, which will give the city more LE officers to

¹⁴ Civil protection orders are petitioned by a victim of DV in civil court and can be pursued without arrests or criminal charges. No contact orders are pursued by prosecutors in criminal court following a DV arrest.

¹⁵ ESHB 1840—Removes firearms for persons subject to no-contact orders (NCOs), civil protection orders (CPOs), and restraining orders; HB 1501—Protects LE and the public from persons illegally attempting to obtain firearms; and Initiative 1491—Extreme Risk Protection Orders (ERPOs).

pursue violations of OTSW non-compliance. This project complements our proposed scope of work by giving LE more workers to enforce OTSW. Another OVW grant in our jurisdiction was awarded to launch a DV Court in partnership with the Superior Court of Spokane County. The DV Court will complement our proposed project (*Enhancing Existing Partnerships to Implement Firearms Surrender*,) because offenders will only be eligible to participate if they have complied with any OTSW.

7. Impact of Current or Prior Efforts to Supported by OVW

The most recent ICJR grant equipped our FJC to fund key positions to transform our system. We hired an LE officer who investigates offender's firearm possession—using computer aided dispatch (CAD), Department of Licensing (DOL) database, county pawn database and other systems to search for firearms—prior to first appearances and trials. These investigative pre-trial steps give the judge and prosecutor information about ownership, which helps to discourage offenders from declaring they do not own weapons when there is evidence to the contrary. If the officer determines an offender owns weapon(s), the officer also uses focused deterrence¹⁶ prior to the First Appearance to encourage peaceful surrender. OVW funds also helped our FJC to hire a Firearm Investigative Analyst. This position works in conjunction with the LE DV unit, but is hired by the YWCA, not the city police department. Our firsthand experience shows DV offenders and victims build trust more easily with the Analyst because she is not part of the police department, which makes these parties more likely to communicate openly about perceived dangers or facts of the case. Since the Analyst works in the FJC on site with LE, she can access police database information about the cases that would otherwise take days or weeks to acquire.

¹⁶ This is a process used to dissuade specific criminal behavior by using specific sanctions (levers) as well as potential benefits for not engaging in crime. See Rand Corporation, *Focused Deterrence in Depth*, 2021

To expedite OTSW compliance, the Analyst reviews all DV-related NCOs and CPOs to determine which respondents likely possess weapons based on victim and LE input, then triages those cases based on dangerousness to support weapon removal. The Analyst coordinates with LE and advocates, provides weekly status updates regarding offender compliance and status of outstanding orders to the court, and places weekly calls to offenders to schedule weapons collection. The Analyst will act as the project coordinator if funding is awarded for this round since they are already familiar with all the stakeholders in the project and with OVW requirements.

The Analyst and LE positions funded by ICJR have been transformative. Before now, our courts did not have the means to ascertain a respondent's access to firearms and, consequently, judges rarely had the information needed to issue pre-trial orders. Now, the judge orders the offender to surrender firearms during NCOs and CPOs, then our team uses review hearings to monitor compliance. Before OVW funding, nearly every order was met with noncompliance. Courtrooms for OTSW compliance review hearings were empty. Now, 8 out of 10 offenders comply with OTSW in Superior Court (where the project started), and District Court is ready to adopt the model. Alongside OTSW work, we have also sustained LAP processes that help victims in high lethality situations connect to resources even when their offenders are not arrested, or they chose not to pursue CPOs. We serve more than 1,200 victims each year with LAP and wrap around safety services.

What Will Be Done: Overall Strategy and Activities to Address the Needs: The goal of this project is to increase victim safety, improve offender accountability, and enforce existing DV-related laws. To advance this goal, YWCA and FJC partners will build on past ICJR funding to sustain existing work, which includes OTSW processes in Superior Court and countywide LAP protocols, and expand on this foundation to include launching OTSW processes in District Court.

We will implement the following key activities, which directly align with the project goal: 1) Retain staffing of the LE and Analyst positions to continue firearm surrender investigation and compliance. 2) Provide survivor-centered services such as legal advocacy, confidential consultations for victims with the Analyst to help victims navigate the court system, and 3) connect survivors with other safety services, to include confidential shelter, legal aid, free counseling, housing assistance, and more. We will measure success by tracking the total number of victims supported by FJC, the total number of LAPs screened by LE and processed by YWCA victim advocates, and the total number of OTSW processed, including rate of compliance.

2. How Project will Address OVW Purpose Area(s), Priority Area(s) and ICJR Statutes

Table 2. Project Alignment with Purpose Areas and Priorities	
Purpose & Priorities	Description of Alignment
OVW Purpose Area 5	Victims will be supported with legal advocacy, provided by YWCA's leveraged FTEs plus the Legal Advocate and Firearms Investigative Analyst positions funded by this grant.
OVW Purpose Area 10	The FJC model will allow partners to use a variety of resources/approaches to crime mitigation (victim services, LE, court personnel). FJC staff will screen police reports of DV arrests for references to firearms and indicators of increased lethality. LE and Analyst positions funded by ICJR will use computer-aided dispatch (CAD), Department of Licensing (DOL) database, county pawn database and other systems to search for firearms. LE and the Analyst will present these data to prosecutors/judges before First Appearances and CPO hearings. LE will deploy focused deterrence to dissuade specific criminal behavior by using specific sanctions (levers) as well as potential benefits for not engaging in crime. ¹⁷ Local police will collaborate with DV service providers to offer survivor-centered services, and to increase the knowledge of first responders in dynamics and risks related to DV, strangulation and DV lethality.
OVW Priority Area: Survivor-centered justice	YWCA will center survivors' priorities in the legal process (Analyst collecting information about firearms, legal advocate helping survivors achieve their goals in court). Survivors access FJC services in a single central and secure location, co-located with services such as legal aid, housing assistance, childcare, connections to safe shelter, and more.

¹⁷ Rand Corporation, Focused Deterrence in Depth, 2021

<p>ICJR Statutory Priority</p>	<p>Priority #1: Provide centralized handling of cases. The LE and Analyst work to accomplish centralization of OTSW by researching firearm ownership pre-trial, then supporting OTSW compliance through communication with offenders and victims, and court review hearings.</p> <p>Priority #2: Commitment to strong enforcement of laws. Before our project, only 1% of respondents complied with OTSW. In courts that have adopted our approach, 8 out of 10 respondents are compliant.</p> <p>Priority #3: Have established cooperative agreements and ongoing collaboration. Spokane’s FJC is one example of system-wide collaboration. FJC partners have worked together and co-located services for more than a decade. Other examples include LAP training to ensure all LE jurisdictions across the county use the same model and screening tool. Our work on OTSW also helps enforce Extreme Risk Protection Orders in the state and keeps survivors safer.</p> <p>Priority #4: Develop and install data collect and communication systems to link police, prosecutors, and courts. Our project does not include funds for data collection systems, but we do propose to use existing data systems to determine whether respondents possess weapons, then disseminate that information to prosecutors and judges to improve enforcement of existing laws.</p>
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3. How Activities Address Victimization Rates: Almost half of all women killed in the U.S. are murdered by a current or former intimate partner.¹⁸ The presence of a firearm in a DV situation increases the likelihood of homicide against women by 500%.¹⁹ In Washington State, DV homicide perpetrators use firearms more often than all other weapons combined.²⁰ Our project is intentionally focused on addressing victimization rates by enforcing existing gun laws and removing firearms from DV perpetrators. LAP screenings complement our firearm surrender efforts because they give LE another tool to center victim experience and help those at high risk of lethality to connect with safety services, even in situations where there is no probable cause to make an arrest, but the victim is worried about their safety.

4. Data on the Number of Non-intimate Partner Sexual Assault Victims to be Served

Historically 95% of ICJR cases have been related to DV in our project area.

¹⁸ The Education Fund to Stop Gun Violence <https://efsgv.org/learn/type-of-gun-violence/domestic-violence-and-firearms/>

¹⁹ Alliance for Gun Responsibility <https://gunresponsibility.org/solution/domestic-violence-prevention/>

²⁰ Washington State Coalition Against DV <https://wscadv.org/resources/issue-brief-firearms-prohibitions-domestic-violence-homicide/>

5. Describe why the applicant anticipates that the project will be successful: YWCA and FJC partners are confident the project will achieve success. We have already laid the necessary groundwork by building from past partnerships that have been in place in some form since the 1990s and formalized as the Spokane County FJC in 2015. Our proposed project coordinator has built many of these relationships over the past 3 years in concert with the SPD DV unit lead, Sergeant Ferguson. This project has gained supporters throughout the city courts and prosecutors' offices, which has taken years to build. Changing culture takes time. Reforms in firearm laws and safety, police accountability, specialized courts, and the public's perception of DV take years—

Table 3. Firearms Surrendered by Year	
Year	Firearms collected
2018	265
2019	403
2020	485
2021	531

even decades before the investment yields results. The same is true in our context. We have improved the collection rate of firearms over the past 3 years through a combination of ICJR and FTAP investments. Our partnership with the Superior Court is yielding compelling results, as shown in Table 3 below. Our work with the District Court is just taking root. We must continue these investments then share results so other communities can learn from our experiences.

We have included 2 letters of support from local judges who will attest to the differences this effort has made in their courtrooms. The Analyst and LE positions are a crucial bridge to help address DV in the service area, and they are uniquely positioned to do so. "It changes everything when survivors hear from someone who is not the police; who is paying attention to their needs." Amie Simeral, Firearms Investigative Analyst, YWCA Spokane.

6. Tangible Products: not applicable to this project

7. Needs of Traditionally Underserved Populations: The presence of a firearm in a DV situation places all victims at increased risk of homicide, but Black and American Indian/Alaskan Native (AI/AN) women face the highest dangers. A study conducted by the Centers for Disease Control and Prevention (CDC) reveals that half of all DV homicides are committed with a firearm, and Black women are more likely to be killed by firearms than other racial/ethnic groups.²¹ While our project does not intentionally prioritize Black or AI/AN women, we acknowledge that systemic racism may prevent some victims from accessing LE or courts. YWCA Advocates are trained on hire (and annually) to understand these systemic barriers and how they lead to unique safety concerns. Through individual survivor-centered advocacy, we will explore alternatives to the legal system to increase victim safety in situations where victims prefer to not engage LE or courts.

8. Accessibility: Project partners will ensure victims with disabilities, victims who are deaf/hard of hearing, and victims with Limited English Proficiency (LEP) have meaningful access to services. YWCA Spokane's website is available in five languages aside from English, which correspond to the top five (written) languages in Spokane County: Spanish, Arabic, German, Korean and Russian. Our legal aid staff and other departments ensure accessibility by providing both interpretation and translation of services for victims throughout our service area. We provide interpretation through Language Line Services Inc., and agency-wide, spends 150-200 minutes per month on this service. Translation is provided through Spokane Translation Services when needed. The city of Spokane also provides free interpreter services through the court system to LEP speakers, as well as Deaf and hearing-impaired clients. Physically, our building and facilities are ADA-compliant regarding entrances, passenger drop-off areas, parking spaces and restrooms.

²¹ The Education Fund to Stop Gun Violence. <https://efsgv.org/learn/type-of-gun-violence/domestic-violence-and-firearms/>

Spokane Police also use Language Line Services as well as local translators. Interpretation and translation is always offered for vital documents and services such as interviews and bookings.

OVW Priority Area: Survivor Centered Approaches:

Our project is rooted in survivor-centered approaches because we center victim voices throughout all aspects of our work. When a victim calls 911 and law enforcement responds, officers administer the LAP using an evidence-based tool to determine risk for lethality, based on what a victim has directly experienced or believes will happen. LE do not always find probable cause to make an arrest, but the LAP gives them a tool to center how a victim feels about their situation and take action to connect them to safety (via confidential shelter or other needed resources.)

In our FJC, when a victim screens into services based on LAP results, the officer contacts YWCA's safe shelter to connect the victim to safety immediately. The LE then submits all DV reports from the prior evening to YWCA Advocates based at the FJC who contact victims again the following day to offer services. Another example of our survivor-centered approach is the work of the Analyst. This position intentionally seeks input from victims in the pretrial and compliance process. Victims are contacted to share information, express concerns, and offer insights that may help with OTSW compliance. In a recent example, a victim shared with the Analyst that her abuser kept his guns under a table in his kitchen apartment. LE used that information to connect with the property manager who allowed LE access to the apartment and collect the weapons.

YWCA always provides victims with safety planning at every step of engagement, making victim safety the cornerstone of our advocacy work.

Current CCR Efforts & Areas for Improvement Our current CCR team includes representatives from ICJR-funded project staff and meets monthly to further local and state-level efforts to reduce DV, dating violence, SA and stalking.

Participating partners include LE, government officials, victim advocates, treatment providers, school representatives, and family and child-serving organizations. A multi-disciplinary board including representatives from the above groups leads the CCR team. Recently our team has successfully applied for and been awarded the FTAP project for Spokane. Members have been part of a state-level work group with Gov. Jay Inslee on best practices for responding to DV. We coordinate efforts on other local grants such as STOP funding and a youth violence prevention grant from the CDC. Improvement: Our team could benefit from an increase in focus – we have a good amount of buy in and participation, but many activities we want to accomplish in limited time. The proposed ICJR project will use two mechanisms to ensure progress of CCR activities related to the courts and gun surrender. At the judicial level, FJC partners, which include LE, victim advocates, judges, and prosecutors will conduct weekly OTSW review hearings and track compliance. Using the Superior Court as a model, we expect compliance rates will improve from 1% to up to 60-80% in District Court, and we will sustain that compliance rate in Superior Court. The second mechanism to track progress of the CCR is quarterly FJC meetings. We use these meetings to identify opportunities for system reform.

New Applicant: Detailed Timeline: Our project timeline is outlined in Table 4.

Table 4. Detailed Timeline	
Timeframe	Activity
Start-up Phase: Oct. – Dec. 2022	YWCA signs an OVW contract and notifies all FJC partners.
	YWCA communicates status of ICJR request. FJC partners create workflows for OTSWs based on funding awards and added positions.
	Attend OVW TTA sessions and training as needed, revise strategic plan/goals in concert with TTA providers prior to start of implementation phase.
	Project coordinator works with LE liaison to implement LAP training for newly hired officers or refresher training for seasoned officers.
Implementation Phase: Jan. 2023 –December 2023 – then quarterly	Analyst orients District Court partners about processes used in Superior Court to increase OTSW compliance and determine next steps for implementation.
	LAP-trained LE officers screen victims and connect them with

	<p>confidential resources (1200/year or 300/quarter)</p> <p>LAP-trained crisis line advocates provide safety planning and referral to services for victims who screen in based on LAP or self-refer (4500/year or 1125/quarter)</p> <p>Meet with Superior and District Court judges and prosecutors to share reporting templates for evidence of firearm possession (using data feeds from National Law Enforcement Telecommunication System (NLETS), pawnshop database, and LAP (question 4: presence of a weapon). Modify template based on feedback.</p> <p>Victims requesting in-depth services (e.g., crisis intervention, safe shelter, medical advocacy, legal assistance, counseling, etc.) receive follow-up services from LAP-trained advocates.</p> <p>YWCA Legal Advocates support victims in criminal and civil court by explaining their options and helping them prepare (900-1200 per year)</p> <p>ICJR-funded LE officers use database research to determine firearm possession of offenders arrested due to DV. Officers carry out focused deterrence with offenders prior to First Appearances to encourage surrender (1200-1500 per year, 300/quarter)</p> <p>SPD and SCSO detectives (including ICJR-funded positions) investigate cases, follow-up with offenders (varies, but DV calls for service average 6,000/year)</p> <p>Analyst collects firearm data from databases, police reports, and victim interviews. Submits reports to prosecutors and judges to make informed recommendations about weapons during First Appearances, CPO hearings, and compliance review hearings. (400-500 per year)</p> <p>City and county criminal prosecutors debrief FJC on weapon possession report, application in First Appearances and CPOs, and areas for improvement.</p> <p>Analyst prepares for weekly OTSW review hearings, makes follow-up calls to respondents to encourage compliance, prioritizing high-risk offenders.</p> <p>YWCA Project Coordinator, staff and Legal Advocates collect feedback from victims who use the FJC to continuously improve existing services to respond to needs and expand services to address new gaps.</p> <p>FJC partner leaders convene quarterly FJC Policy Committee meetings to monitor project's progress, identify other system improvements.</p>
Milestone: January 2024	District Court fully included in OTSW/compliance hearings process by January 2024.
January 2024 then quarterly	Data collection/compilation and program reporting (by all partners) in collaboration with the YWCA (quarterly and semi-annual).
April 2024 then semi-annually	Conduct annual/periodic training for all FJC partners (intake process, safety planning, etc.).
Milestone: January	Increase OTSW/guns collected in evidence by 10% each year –

2025	may be limited if we cannot increase staff capacity
Milestone: January 2026	Serve 9,000 people or more through FJC services (750/quarter) via LAP screening, legal aid, investigating and resolving DV cases etc.

Who Will Implement the Proposal

1. Collaborative Partners, Impact of Current/Prior Efforts to Prevent and Reduce DV

YWCA Spokane (YWCA) is the lead applicant on this proposal, joined by the City of Spokane Police Department, Spokane County Sheriff’s Office, and the City of Spokane. We have collaborated in the Spokane County CCR, known as the Spokane Regional Domestic Violence Team (SRDVT), since 1997. In the early 1990s, Spokane experienced a 350% increase in homicides directly related to DV; SPD and Spokane County Sheriff’s Office responded to, on average, more than 900 domestic violence calls for service per month.²² The size and scope of the issue relative to the population size overwhelmed LE, as well as the local prosecuting authorities and court systems, and no current resources or partnerships existed to deal with the problem. These circumstances increased the probability of re-offense and the danger of escalating violence. In 1997, the Spokane City and County LE and criminal justice agencies and Spokane’s nonprofit victim services providers applied for and received a grant from the U.S. Department of Justice (DOJ). The partners created the region’s first coordinated response to violence against women, the objectives of which included arrest, successful prosecution, and strict offender accountability, as well as victim safety and advocacy. Since then, the partners on this project have worked together to create the county’s FJC, successfully applied for and received a grant for a DV court, implemented the LAP tool throughout the county, and received a designation as an FTAP pilot site. While they are not signing project partners on this application, the city Prosecutor’s office, as

²² Lincoln, Robert. Multi-agency Collaboration Against Domestic Violence: Learning from a 10-year Project.” December 2008.

well as the city’s Superior and District Courts, have also been key in implementing both the Family Justice Center project and in improving the OTSW compliance rates of the county.

2. Applicant’s Experience with DV and Key Personnel: YWCA Spokane is the lead applicant, and is a victim services nonprofit with demonstrated expertise in intimate partner domestic violence and dating violence mitigation, intervention, crisis response and prevention. We will provide grant management and the project coordinator position, and will attend TTA presentations as required for new applicants. We have more than 119 years of experience serving Spokane County and opened our confidential safe shelter 43 years ago in 1979. We began offering legal advocacy services in 1985 and civil legal assistance in 2002. Today we serve more than 16,000 people per year in our legal aid, shelter and housing assistance programs, in addition to people reached through our partnership with the FJC. We have led system-wide reforms to improve victim safety in collaboration with FJC partners for decades. Examples include our partnership with law enforcement to adopt evidence-based LAP protocols countywide and implement them in partnership with confidential advocates. We played an instrumental role in the launch of FTAP, which facilitated much of the work described in this application. We are the lead in the OVW-Justice for Families project implemented in partnerships with Spokane County Superior Court to launch Spokane’s first felony-level DV Court.

Name/Title	Roles/Responsibilities	Education/Experience/Prerequisites
Jeanette Hauck, CEO, YWCA Spokane	Fiscal, administrative, and programmatic oversight of YWCA Spokane. Reporting to OVW. Lead contact for OVW.	<ul style="list-style-type: none"> ● BA in Accounting, 20+ years accounting experience ● YWCA CFO, (9 years) ● YWCA CEO (1.5 years)
Morgan Colburn, Program Director	Supervise legal advocate. Participate in FJC meetings. Monitor progress towards targets. Report to OVW, work with project coordinator to ensure TTA directives are carried out.	<ul style="list-style-type: none"> ● 12 years’ experience in DV/SA advocacy, including 6 years management experience ● Chair of the Spokane Regional Domestic Violence Coalition ● MSW, BS in sociology

Amie Simeral, Project Coordinator, Firearms Investigative Analyst	Provide information regarding victim lethality to LE and prosecutors. Monitor OTSW (non) compliance Will act as project coordinator for 3-12 months as needed, liaise with various project partners and grant lead.	<ul style="list-style-type: none"> • BS in social science. • Investigative Analyst (3 yrs)
Tiffany Yamase, Legal Advocate Manager	Legal advocacy for victims and resource navigation	<ul style="list-style-type: none"> • BS in criminal justice • Provision of DV services (3 yrs)

3. Project Partners' Expertise and Key Personnel: Through the FJC project partners provide comprehensive services to DV victims, including crisis intervention, safety planning, community-based advocacy, shelter, legal advocacy, court assistance, and ongoing participation in regional and statewide task forces, trainings, partners' meetings, and collaborations to address intimate partner domestic violence and related crimes of sexual assault, dating violence, and stalking.

Our work has primarily focused on IPDV, but as a larger team, the FJC also addresses dating violence, sexual assault and stalking. The FJC is extremely small for such a large service area. Staff (16 total) include 7 LE officers (5 from the City of Spokane Police Department's DV Unit, 2 from the Spokane County Sheriff's Office), 3 City of Spokane prosecutors, one assistant to the prosecutors, the Firearms Investigative Analyst, and 4 YWCA legal advocates. Compared to the service area population, this is one FJC staff for 34,127 people, and 16 FTE for 7,444 DV related offenses in Spokane County (in 2020). Project partners and expertise are detailed below:

The Spokane Police Department (SPD) DV Unit takes a proactive, offender-based approach to reducing and preventing DV by holding offenders accountable. SPD investigates all cases of DV—the vast majority of which result from IPV. Officers are trained to use LAP when responding to DV calls. With requested staffing, the DV Unit will have the capacity to contact perpetrators in jail and provide focused deterrence, reach out to victims, and offer additional resources, and

conduct routine victim home checks. Officers work with prosecutors, probation, corrections, and victim advocates to protect victims, prosecute abusers, and reduce recidivism.

Spokane County Sheriff's Office (SCSO), the statutory LE agency for Spokane County, is responsible for proactive and reactive investigation of DV cases, arresting offenders, and referring cases to the prosecutor's office for charging. SCSO personnel train in the dynamics of violent relationships, victim safety, and the role of advocacy. FJC-assigned detectives are qualified LAP trainers. Key partner personnel involved in this project are outlined in Table 6.

Table 6. Directly Involved Key Personnel—Partners		
Name/Title	Roles/Responsibilities	Education/Experience
Craig Meidl, SPD Chief	Oversee, direct, and evaluate all PD operations. Accountable for guidance/direction of all SPD employees/volunteers.	<ul style="list-style-type: none"> ● MA in Organizational Leadership ● BA in law and justice ● SPD Chief (6 yrs) ● SPD officer (28 yrs)
Lt. Dan Ervin, SPD Civil Enforcement Unit/DV Unit	Supervise police work in command of 2 units and schedule shift responsibilities. Assist in ongoing investigations.	<ul style="list-style-type: none"> ● BA in Social and Criminal Justice ● LE leadership (35 yrs) ● DV policy development and training ● Federal Gang Task Force Supervisor
Sgt. Jordan Ferguson, M.A.,SPD DV Unit	Supervises/evaluates performance of subordinates and monitors scheduling. Provides training on DV, ERPO and Trauma Informed Response	<ul style="list-style-type: none"> ● LE officer (37 yrs) ● Criminal/civil investigation, technical instructor training, and managing and coordinating officer/detective teams
SPD DV Unit Officer	Primarily responsible for DV crime prevention, as well as apprehension of chronic offenders. SPD has additional funding for the DV unit not tied to this grant.	<ul style="list-style-type: none"> ● Strong understanding of DV laws ● Desire to work with LE and civilian groups to affect positive change in Spokane's DV crime rate
John Nowels Undersheriff, Spokane County Sheriff's Office	Oversee, and evaluate SCSO operations. Accountable for guidance/direction of all SCSO employees/volunteers.	<ul style="list-style-type: none"> ● Masters in organizational leadership, BA in criminal justice ● 24 years with Sheriff's Office

4. Describe the roles and responsibilities of the applicant, each partner, and key personnel

Partner roles and responsibilities are outlined in Table 7 below. Key personnel within partner organizations and their roles and qualifications are outlined in Table 6, question 3.

Table 7. Roles & Responsibilities of Implementing Agencies/Offices/Organizations	
Partners	Responsibilities²³
YWCA Spokane	In grants management: general administration of grant activities and overall subrecipient monitoring to ensure compliance with DOJ/OVW guidelines. Responsibility for grant-related financial and semi-annual reports. Coordinate project in concert with OVW TTA providers. Send representatives to CCR team meetings. In project implementation: Crisis intervention advocacy and referral; assist victims in obtaining CPOs/NCOs; educate victims about criminal justice system and legal advocate's role; review DV police reports and contact victims to assess status/safety and liaise between victims and prosecutors/courts; attend court hearings; provide trauma-informed support services; maintain collaborative SFJC relationships; hire/train/supervise FJC Firearm Investigative Analyst.
City of Spokane Police Department	Patrol/regulatory activities; investigation of cases involving intimate partner DV and related crimes of sexual assault, dating violence, and stalking; work with LE, victim advocates, and prosecuting attorneys to see that DV incidents are properly followed up on and investigated; actively partner with the YWCA FJC Analyst position; maintain strong working relationships with FJC partners; ongoing implementation of LAP
Spokane County Sheriff's Office	Administer SCSO Investigative Division to include Sex and Major Crimes and Forensic Unit; proactive and reactive LE; investigation of cases involving intimate partner DV and related crimes of sexual assault, dating violence, stalking, order violations, and witness tampering; work with LE, victim advocates, and prosecuting attorneys to see that DV incidents are properly followed up on and investigated; actively partner with the FJC Analyst position; maintain strong working relationships with FJC partners; ongoing implementation of LAP
City of Spokane	The City will provide staff to assist with general administration of grant activities, reporting and monitoring to ensure compliance with guidelines.

5. Key Individuals and Organizations: Please see responses 3 and 4.

6. Demonstrate Capacity to Address Stated Need: All job descriptions of key personnel described in the questions above are attached, demonstrating that the individuals and organizations identified have the capacity to address the stated need and can carry out the proposed project.

²³ Please see Letter of Agreement for a detailed description of each partner's responsibilities.

September 23, 2022

Dear Elizabeth Backstrom,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by YOUNG WOMENS CHRISTIAN ASSOCIATION for an award under the funding opportunity entitled 2022 OVW Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation. The approved award amount is \$747,736.

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

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

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

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant

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

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

Congratulations, and we look forward to working with you.

ALLISON RANDALL
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see

<https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. **The program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, and tribal governments and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes. An integral component of this program is the development, revitalization, or enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community-based organizations that respond to domestic violence, dating violence, sexual assault, and stalking.**

The grantee, in collaboration with its project partners, will use this ICJR award to improve their jurisdiction's criminal justice system response to domestic violence, dating violence, sexual assault, and stalking by implementing activities that focus on victim safety and offender accountability and create sustainable project activities. The project will: 1) identify a project coordinator to lead the project and any additional members of the coordinated community response team; 2) complete community assessments to inform the development of a strategic plan; 3) identify evidence-informed practices or tools that may be implemented at the agency and community level; 4) participate in mandated OVW training and technical assistance, including utilizing OVW culturally specific and underserved TTA providers; 5) create and submit, to OVW, a strategic plan outlining its community goals; and 6) implement the strategic plan.

Award Conditions

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

1

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

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

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

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

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

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

2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

3

Requirement to report potentially duplicative funding

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

4

Requirements related to System for Award Management and unique entity identifiers

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

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

5

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

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

6

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and sub recipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

7

Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any sub award at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be

carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

8

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

9

OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

10

Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other

related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Potential imposition of additional requirements

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

12

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

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

13

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

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

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

14

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

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

15

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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

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

16

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

17

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

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

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

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

18

Restrictions and certifications regarding non-disclosure agreements and related matters

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

to receive such information.

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

19

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

20

Encouragement of policies to ban text messaging while driving

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

21

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates

the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

22

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

23

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

24

Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

25

VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

26

Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

27

Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

28

Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

29

Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

30

Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

31

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

32

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 28 C.F.R. 200.340.

33

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

34

Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

35

Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

36

FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of

recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

37

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

38

Submission of all materials and publications

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

39

Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

40

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

41

Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

42

Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

43

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

44

Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

45

Required SAM and FAPIIS reporting

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

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIS within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

46

Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. 10461(c).

47

Limitation on use of funds for direct legal representation

The recipient agrees not to use grant funds to provide legal representation in civil or criminal matters, such as family law cases (divorce, custody, visitation, and child support), housing cases, consumer law cases and others. Grant funds may be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, or stalking only in the limited context of protection order proceedings (either temporary or long term relief), or for limited immigration matters that may impact and affect the victim's ability to maintain safety (such as U visas).

48

Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community

education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

49

Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

50

Conditional clearance with release of technical assistance funds

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, the recipient may not obligate, expend, or draw down any funds, except those that OVW allows for participation in or travel-related expenses to attend OVW-sponsored technical assistance events. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved.

51

Required planning phase activities

The recipient agrees to engage in a planning phase prior to implementing project activities. During the planning phase, the recipient agrees to identify a project coordinator to coordinate activities among project partners under this award. The project coordinator and project partners will work with OVW and its technical assistance providers to complete required trainings to ensure they have the necessary competencies to develop, revitalize, or enhance their coordinated community response to domestic violence, dating violence, sexual assault, and/or stalking. At the

conclusion of the planning phase, the recipient agrees to submit a strategic plan, outlining community goals for the implementation phase, which must include culturally specific organizations and/or population specific organizations. The strategic plan will be submitted via a programmatic scope Grant Award Modification for OVW review and approval.

Solicitation Information

Solicitation Title

2022 OVW Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation

Project Title

Enhancing Existing DV Response Partnerships to Improve Firearm Surrender

Project Description

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, and tribal governments and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes. An integral component of this program is the development, revitalization, or enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community-based organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

The grantee, in collaboration with its project partners, will use this ICJR award to improve their jurisdiction's criminal justice system response to domestic violence, dating violence, sexual assault, and stalking by implementing activities that focus on victim safety and offender accountability and create sustainable project activities. The project will: 1) identify a project coordinator to lead the project and any additional members of the coordinated community response team; 2) complete community assessments to inform the development of a strategic plan; 3) identify evidence-informed practices or tools that may be implemented at the agency and community level; 4) participate in mandated OVW training and technical assistance, including utilizing OVW culturally specific and underserved TTA providers; 5) create and submit, to OVW, a strategic plan outlining its community goals; and 6) implement the strategic plan.

Project Budget Summary

Final Budget Clearance

Budget Category	Total
Personnel	\$276,236.00
Fringe Benefits	\$75,754.50
Travel	\$20,000.00
Equipment	\$0.00
Supplies	\$3,625.22
Construction	\$0.00
SubAwards	\$293,058.00
Procurement Contracts	\$0.00
Other Costs	\$5,376.00
Total Direct Costs	\$674,049.72

Indirect Costs

\$73,686.28

Total Project Costs

\$747,736.00

Federal Funds:

\$747,736.00

100.00%

Match Amount:

\$0.00

0.00%

Program Income:

0.00%

Sub-awards (Sub-grants)

Item	Description	Total Cost
1 Spokane County Sheriff's Office DV Unit- Indirect rate	Subtotal other costs (22,051 x 12.55%)	\$2,767.00
2 Spokane County Sheriff's Office DV Unit- Overtime	65/hr (1.5 hourly rate) x 100 hours/year x 4 years	\$19,500.00
3 Spokane County Sheriff's Office- FICA	19500 x 7.65	\$1,492.00
4 Spokane County Sheriff's Office- Retirement	19500 x 5.43	\$1,059.00

5 City of Spokane Police Officer - DV Unit 0.48 FTE - Benefits (4 years) \$66,661.00

6 City of Spokane Police Officer - DV Unit 0.48 FTE - Salary (4 years) \$201,579.00

Sub-awards Total Cost
\$293,058.00

Additional Narrative

Commissioned Spokane County Sheriff's Office staff: YWCA requests ICJR funds to cover overtime hours for SCSO commissioned staff (e.g., patrol and civil deputies, domestic violence team investigators and detectives, and major crimes supervisors) who support the FJC and LAP beyond their regularly assigned and locally funded work hours.

Overtime hours are anticipated to include work relating to LAP-identified cases, responding to and assisting YWCA advocates with victims in domestic violence situations, and providing LAP training to first responders and criminal justice professionals. The overtime computation is an approximate figure based on an average overtime rate among the various rates of commissioned staff anticipated to work the overtime. However, any overtime hours charged to this grant will be tracked to the individual who works the overtime at that individual's overtime rate and for the actual time worked. Benefits and taxes are allocated in accordance with the current policies, procedures, and practices of Spokane County.

Spokane Police Department: Benefits and taxes will be allocated in accordance with SPD policies and procedures.

The SPD DV Unit Officer will investigate OTSW and DV cases, prepare research about firearm ownership for First Appearances, and coordinate cases leveraging relationship with all FJC partners. Benefits and taxes will be allocated in accordance with the current policies, procedures, and practices of the City of Spokane. SPD officer time represents 0.48 FTE over the 4-year grant period. Benefits include FICA (7.65%) retirement at 5.43%, health insurance at \$15951/year, life insurance at 30/year, unemployment insurance at 117/year, dental at 1500/year.

**YWCA SPOKANE
PARTNERSHIP AGENCY CONTRACT**

Funded under
Department of Justice,
Office of Violence Against Women
CFDA#16.590

**OVW Fiscal Year 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence,
Sexual Assault, and Stalking Grant Program Solicitation (ICJR)**

Federal Grant Award #
15JOVW-22-GG-01844-ICJR

This Contract is between YWCA Spokane and the Contractor named below.

CONTRACTOR NAME: City of Spokane Police Department		Contractor Doing Business As (DBA):	
Contractor Address: 1100 W Mallon Spokane, WA 99260		Contractor Federal Employer Identification Number (EIN/TIN) (mandatory, for tax purposes) Tax ID#: 916001302	
Contract Signatory Name and Title: Craig Meidl, Chief of Police		Billing Contact: Kevin Schmitt, Division Accountant	
Contact Phone: 509-625-4215		Contact E-mail Address: kschmitt@spokanecity.org	
YWCA of Spokane Contact Information			
Contract Signatory Name and Title Jeanette Hauck, CEO		Agency Address 930 N. Monroe Spokane, WA 99203	
Telephone: 509-789-9303	Fax: 509-326-1597	E-mail Address: JeanetteH@ywcaspokane.org	
Contract compliance contact: Elizabeth Backstrom Director of Grants & Contacts LizB@ywcaspokane.org 509-599-1265		Billing contact: Naomi Mosier, Senior Accountant NaomiM@ywcaspokane.org 509-789-9300	

Contract Start Date: October 1, 2022	Contract End Date: September 30, 2026
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This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.

FOR YWCA of SPOKANE		FOR THE CONTRACTOR:	
Signature:	Date:	Contractor Signature:	Date:

- 1. Statement of Work.** The Contractor is responsible for delivering services in accordance with the 2022 application to the Office of Violence Against Women under the Improving Criminal Justice Responses Program (ICJR) proposal submitted by the YWCA Spokane, in the attached Proposal Narrative. Contractor shall comply with all eligible activities, program objectives, equal opportunity and financial management objectives, housing activities and project policies and procedures and performance requirements, as agreed to in the signed partnership agreement.

Contractor agrees to comply with all policies and procedures as referenced in the Department of Justice, Office of Justice Programs, Office on Violence Against Women special conditions included in the award conditions issued by OVW. Contractor further agrees to open its records and other evidence of service delivery under this contract to YWCA Spokane in order to verify compliance with these guidelines if needed.

- 2. Billing Procedure.** Contractor shall be responsible for submitting a request for payment (using the attached billing form), accompanied by all required monthly reports and documentation, to YWCA of Spokane by the 10th business day of the subsequent month. YWCA Spokane must also have a current IRS form W-9 (Request for Taxpayer Identification Number and Certification) on file from the contractor. Payment. YWCA Spokane shall reimburse contractor within thirty (30) business days of receipt of submission of the billing form from Contractor.
- 3. Advance Payments Prohibited.** YWCA Spokane shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.
- 4. Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.
- 5. Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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. Obligations under this paragraph shall be interpreted as coextensive with applicable nondiscrimination laws and regulations.
- 6. Confidentiality.** The Contractor agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor shall not use or disclose any information concerning YWCA Spokane or its clients or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract except as clients consent to such information's release or such release is ordered by a court of law.
- 7. Contract Execution and Amendments.** This Contract shall be binding on YWCA Spokane only upon signature by its CEO. YWCA of Spokane and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind YWCA of Spokane and the Contractor.
- 8. Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Spokane County, State of Washington.
- 9. Independent Capacity.** The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of YWCA Spokane. The Contractor shall not

hold itself out as, nor claim status as, an officer, employee or an agent of YWCA Spokane. The Contractor shall indemnify and hold YWCA Spokane harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.

10. Insurance Coverage. During the term of this contract the Contractor shall maintain in force, at its own expense, each insurance coverage noted below:

- Worker's Compensation Insurance in compliance with Washington State law, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance for \$1,000,000.
- General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that YWCA of Spokane and its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this contract.
- Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurers to YWCA of Spokane.

As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates upon request of YWCA Spokane. The certificate shall specify all those who are additional insured and include applicable policy endorsements, the sixty-day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities must have a rating of A- or higher by Best. The Contractor shall be responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Inspection; Maintenance of Records. During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor's place of business and records to YWCA of Spokane for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules of this Contract.

During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, of this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to YWCA Spokane and all expenditures made by the Contractor to perform as required by this Contract.

12. Order of Precedence. In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.

13. Savings. In the event that funds YWCA Spokane relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, YWCA Spokane may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination.

14. Subcontracting. The Contractor shall not subcontract any of the services provided under this Contract unless so specified in this Contract.

15. **Termination.** Either party may terminate this contract with 30 days written notice to the other party. Termination shall be effective as of the date specified in the notice of termination. YWCA Spokane shall be liable for and shall pay for only those services authorized and provided through the date of termination.

16. **Waiver.** A failure by YWCA Spokane to exercise its rights under this contract shall not preclude YWCA Spokane from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in writing and signed by an authorized representative of YWCA Spokane and attached to the original contract.

Attachment A: ICJR Project Narrative

See attached PDF for Project Narrative

Attachment B: Award Letter & Special Conditions

See attached PDF from the US Department of Justice Office of Violence Against Women

Attachment C: Budget & Budget Narrative

See attached PDF for Project Budget

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$268,240.
 - A) Of the increased revenue, \$268,240 is provided by the Dept. of Justice Office of Violence Against Women grant program FY22 ICJR DV, Dating Violence, Sexual Assault, and Stalking program.
- 2) Increase appropriation by \$268,240.
 - B) Of the increased appropriation, \$268,240 is to be used to fund 0.48 FTE of an assigned SPD officer for grant related work.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Dept. of Justice OVW grant award, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

28 - FTAP Grant Subgrantee Award Agreement

McNab, Michael

Council Sponsor: CM Cathcart - The City is sub-contracting with the Spokane Regional Domestic Violence Coalition to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. This subgrantee award is for a total of \$223,208 for the period of July1, 2022 to June 30, 2025.

For Information

Attachments

[Briefing Paper - FTAP Subgrantee Award Agreement.docx](#)

[FTAP Award Documents.pdf](#)

[SRDVC Subrecipient Agreement for FTAP.docx](#)

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Police
Contact Name & Phone	Jennifer Hammond, 625-4056
Contact Email	jhammond@spokanepolice.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FTAP Grant Subgrantee Award Agreement
Summary (Background)	<p>SPD received a grant award from the Department of Justice-Firearms Technical Assistance Program. The City is sub-contracting with the Spokane Regional Domestic Violence Coalition to provide a site coordinator to lead efforts to reduce domestic violence homicides and injuries committed with firearms. The remainder of the funding will be used for advanced domestic violence training for SPD officers, and overtime to serve orders of protection, and a community assessment.</p> <p>This subgrantee award is for a total of \$223,208 for the period of July1, 2022 to June 30, 2025.</p>
Proposed Council Action & Date:	Approval February 27th
Fiscal Impact: Total Cost: <u>\$223,208</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring (July 1, 2022 – June 30, 2023) Specify funding source: Department of Justice Grant 15JOVW-21-GK-04705-HOMI Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring (July 1, 2022 – June 30, 2023) Other budget impacts: (revenue generating, match requirements, etc.) No match requirement	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This program is designed to reduce domestic violence homicides by removing firearms from domestic violence perpetrators. Historically black and indigenous women have a homicide rate double that have of white women.	

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

N/A

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

N/A

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

N/A

Award Letter

June 30, 2022

Dear Justin Lundgren,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2021 OVW Fiscal Year 2021 Firearms Technical Assistance Project Pilot Sites Initiative Solicitation. The approved award amount is \$499,833.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

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

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

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

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

Congratulations, and we look forward to working with you.

ALLISON RANDALL
Principal Deputy Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age.

For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from

assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OVW – Categorical Exclusion - No Renovations Allowed

NEPA Letter

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:

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

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

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)). Also, no further analysis is required under the National Historic Preservation Act or other related statutes and regulations.

NEPA Coordinator

First Name

Middle Name

Last Name

Debra

—

Murphy

Award Letter

Award Information

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

Recipient Information

Recipient Name

SPOKANE, CITY OF

UEI

PDNCLY8MYJN3

Street 1

808 W SPOKANE FALLS BLVD

Street 2**City**

SPOKANE

State/U.S. Territory

Washington

Zip/Postal Code

99201

Country

United States

County/Parish

Province

Award Details

Federal Award Date

6/30/22

Award Type

Initial

Award Number

15JOVW-21-GK-04705-HOMI

Supplement Number

00

Federal Award Amount

\$499,833.00

Funding Instrument Type

CA

Assistance Listing Number Assistance Listings Program Title

16.590

Statutory Authority

34 U.S.C. 10461 - 10465

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

- Project Information**
- Financial Information**
- Other Award Documents**
- Award Conditions**
- Award Acceptance**

Award Letter

Award Information

Project Information

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

Solicitation Title

2021 OVW Fiscal Year 2021 Firearms Technical Assistance Project Pilot Sites Initiative Solicitation

Awarding Agency

OVW

Application Number

GRANT13509881

Grant Manager Name Phone Number E-mail Address

AMANDA WILSON 202-598-0142 amanda.wilson@usdoj.gov

Project Title

Reducing Domestic Violence Homicides and Injuries Committed with Firearms

Performance Period Start Date

07/01/2022

Performance Period End Date

06/30/2025

Budget Period Start Date

07/01/2022

Budget Period End Date

06/30/2025

Project Description

Since FY 2016, Domestic Violence Homicide Prevention Initiative (DVHPI) funds have been used to support the Firearms Technical Assistance Project (FTAP), which helps communities identify challenges with the implementation of federal, state, and tribal domestic violence firearms prohibitions in their jurisdictions and assists them in establishing a localized response that is best suited to their communities' unique needs and characteristics. The FTAP focuses on the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant Program (ICJR) Program purpose area 22 (Domestic Violence Homicide). Under the initial FTAP TA Initiative, six firearms sites were selected to receive intensive training and technical assistance under the FTAP. Lessons learned from the existing FTAP pilot sites will help the ICJR Unit identify best and promising practices for jurisdictions implementing firearms relinquishment policies and practices throughout the civil and criminal justice system. To further this initiative, in FY 2022 OVW will support the initial six firearm sites along with new sites to work on the implementation of firearm restrictions in domestic violence cases in their

The grantee, in collaboration with its project partners, will use this new award to establish a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases in their jurisdiction. The management team will reflect the diverse make-up of the jurisdiction, which will be reflected in the support of participating culturally specific organization(s). The work completed under this project will be informed by the unique needs and characteristics of the community, through the use of a needs assessment, community engagement work and specialized training and technical assistance for the jurisdiction.

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

Financial Information

Other Award Documents

Award Conditions

Award Acceptance

Award Letter

Award Information

Project Information

Financial Information

Other Award Documents

Award Conditions

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



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

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

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

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

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

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



Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

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



Requirements related to System for Award Management and unique entity identifiers

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

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.



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

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



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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.



Determinations of suitability to interact with participating minors

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

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

are incorporated by reference here.



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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.



OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.



Effect of failure to address audit issues

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



Potential imposition of additional requirements

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



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

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



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

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

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

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

15

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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

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

16

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

17

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

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

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

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

18

Restrictions and certifications regarding non-disclosure agreements and related matters

statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

19

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1 2009) DOI encourages recipients and subrecipients (subgrantees) to adopt and enforce policies

crashes caused by distracted drivers.

21

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

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

22

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

23

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

24

Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

25

VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

26

Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

28

Non-supplantation

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

29

Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

30

Activities that compromise victim safety and recovery or undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

31

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

32

Termination or suspension

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend the award until the Director is satisfied that there is no longer

mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

33

Semiannual and final performance progress report submission

The recipient agrees to submit semiannual performance progress reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

34

Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

35

Program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

36

FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

37

Changes to MOU and/or IMOA

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in

applicable, the Internal Memorandum of Agreement.

38

Prior approval of all materials and publications

The recipient agrees to submit for OVW review and approval all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award. OVW must have not less than 20 days to complete review and approval. The recipient may not distribute or publicly release such materials under this award until OVW has approved them.

39

Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

40

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

41

Grantee orientation - mandatory attendance

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

42

Prior approval for non-OVW sponsored technical assistance

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a 15

will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

43

Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

44

Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

45

Prior approval for conference expenditures

The recipient must complete and submit the Department of Justice-Sponsored Conference Request and Report Form to OVW for review and approval prior to entering into any contract (with the exception of logistical or programmatic planning contracts) or expending any funds for any meeting, conference, training, or other event. This includes conferences for which OVW is not the primary source of funding if OVW support will exceed \$20,000.

46

Logistical conference planning costs

The allowable costs for logistical conference planning are limited to \$50 per attendee, not to exceed a cumulative total of \$8,750. "Attendees" include trainers, instructors, presenters, and facilitators. For example, if the number of attendees at a conference is 100, the cost allowed for a logistical conference planner is \$5,000 (\$50 X 100 attendees). This cost limitation applies whether the recipient is planning in-house or is contracting with an outside logistical conference planner. Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no specific justification or prior approval is required. If the recipient expects to exceed these cost limitations, then the recipient must justify the costs in writing and those costs must be approved by OVW before the recipient proceeds with the logistical conference planning.

47

Programmatic conference planning costs

The allowable costs for programmatic conference planning are limited to \$200 per attendee, not to exceed a cumulative cost total of \$35,000. "Attendees" include trainers, instructors, presenters, and facilitators. For example, if the number of attendees at the conference is 100, the cost allowed for a programmatic conference planner is \$20,000 (\$200 X 100 attendees). This cost limitation applies whether the recipient is planning in-house or is contracting with an outside programmatic conference planner. Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no specific justification or prior approval is required. If the recipient expects to exceed these cost limitations, then the recipient must justify the costs in writing and those costs must be approved by OVW before the recipient proceeds with the programmatic conference planning.

48

Recipients must limit the cost of conference space and audio-visual equipment to \$25 per day per attendee, not to exceed a total of \$20,000 for the conference. "Attendees" include trainers, instructors, presenters, and facilitators. Indirect cost rates must be applied to conference space and audio-visual equipment costs in accordance with negotiated agreements, and must be included when calculating this threshold. If the recipient expects that these limitations will be exceeded, then the recipient must justify the costs in writing and those costs must be approved by OVW before the recipient enters into any contract for the use of conference space and audio-visual equipment.

49

Prohibition on trinkets at conferences

The recipient acknowledges that trinkets (items such as hats, mugs, portfolios, t-shirts, coins, etc., regardless of whether they include the conference name or logo) must not be purchased with funds made available under this agreement. Basic supplies that are necessary for use during the conference (e.g., pens, paper, name tags) may be purchased.

50

Prohibition on entertainment at conferences

The recipient acknowledges that funds made available under this agreement may not be used for costs of entertainment, including amusement, diversion, social activities, and any costs directly associated with entertainment (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).

51

Food and beverages at conferences

Subject to OVW prior approval, and under limited circumstances, OVW funds may be used to purchase food and/or beverages for meals served during a meeting, conference, or training. OVW may approve the use of funds to purchase food and/or beverages served at a working meal if the recipient can justify that provision of the meal is necessary to accomplish official business and enhance the cost effectiveness of the conference. For example, a meal may be permissible where the conference will need to be extended if the working meal is not provided.

OVW will consider allowing grant funds to be used to purchase food and/or beverages for refreshment breaks only where there are unique and extenuating circumstances, and the recipient will be required to provide significant justification for such use of funds.

Furthermore, if a meal is approved by OVW, the cost of any individual meal, including taxes and any hotel service costs (e.g., labor cost for room setup), must not exceed 150 percent of the General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate for an individual's meal in that locality. OVW strongly encourages recipients to maintain costs for any meal provided, including any service costs, at or below 100 percent of the applicable GSA M&IE rate. The current GSA M&IE rate breakdown by meal and by locality can be found at <https://gsa.gov/portal/content/101518>. This award condition does not impact direct payment of per diem amounts to individuals in a travel status under the recipient's travel policy.

52

Conference expenditure reporting

Within 30 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded, in whole or in part, under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must report all conference expenditures paid for with OVW funds by providing the OVW program manager with a completed DOJ-Sponsored Conference Request and Report Form, available at <https://www.justice.gov/ovw/conference-planning>.

53

Withholding of funds pending determination of compliance with HIV certification

The recipient understands and agrees that five percent of its grant funds have been withheld because the recipient has

funds until the recipient demonstrates to OVW, and OVW determines, that the recipient has come into compliance with the requirements of 34 U.S.C. 10461(d). It is the responsibility of the recipient to timely submit to OVW all documentation necessary to establish that the recipient has satisfied the requirements of 34 U.S.C. 10461(d), including appropriate certifications as to the recipient's compliance and copies of any applicable laws, policies, and regulations. If the recipient does not demonstrate its compliance with 34 U.S.C. 10461(d) by the end of the state legislative session (in the recipient's home state) following the date on which the recipient submitted an application for the award, then the withheld five percent of the recipient's grant funds will be returned to OVW at the end of the award period.

54

Compliance with certifications

The recipient acknowledges that it has a continuing obligation to remain in compliance with the applicable certification requirements of 34 U.S.C. 10461(c).

55

Prohibition on public awareness activities

The recipient agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and conduct outreach to victims about available services.

56

Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

57

Conditional clearance with release of technical assistance funds

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, the recipient may not obligate, expend, or draw down any funds, except those that OVW allows for participation in or travel-related expenses to attend OVW-sponsored technical assistance events. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved.

58

TERMS OF COOPERATIVE AGREEMENT

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the Spokane, City of to implement the Firearms Technical Assistance Project Pilot Sites Initiative. This decision reflects a mutual interest in promoting the effective implementation of firearms prohibitions in domestic violence cases. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

OVW will:

1. Provide the services of a federal program manager as a single point of contact for administration of this cooperative agreement.

- a) participating in project-related meetings and calls, including, but not limited to, curriculum development and revision meetings, on-site and/or virtual technical assistance and trainings, national and site-specific trainings, e-learning, and webinars;
- b) coordinating and actively participating in a project planning period, including ensuring the timely convening of any conference calls and/or in-person meetings necessary to complete the planning process;
- c) reviewing and approving or disapproving all content and formats for written and web-based deliverables produced in relation to this project, including reviewing all materials in the development, editorial, and final stages;
- d) assisting in the identification of individuals to serve as keynote speakers, facilitators, faculty, consultants, working group members, report/curriculum writers, and participants, as well as any other individuals deemed necessary for the implementation of the project, and approving final selections;
- e) approving or disapproving sites, dates, and agendas for all project-related activities;
- f) providing input, re-directing the training and/or technical assistance as needed, and actively monitoring the project by methods including, but not limited to, ongoing contact with the recipient and on-site monitoring of technical assistance and trainings;
- g) approving or disapproving any modifications to the project scope, key project partner(s), deliverables, and timeline for all project-related activities, including, but not limited to, substantive changes to previously approved educational materials or professional tools; and
- h) reviewing and approving or disapproving all in-person and virtual events including, but not limited to, conferences, roundtables, and on-site technical assistance or trainings, as well as presentations at other OVW and non-OVW TA trainings and conferences.

STATEMENT OF RECIPIENT RESPONSIBILITIES

The Spokane, City of will comply with all terms and conditions in this cooperative agreement, including those described below.

1. Hire or designate a project coordinator who will lead the multidisciplinary team.
2. Form a multidisciplinary team that will work with OVW and designated training and technical assistance providers to develop and address project goals and objectives.
3. Participate in a 3 month planning process with OVW and designated OVW TA providers to establish project goals and objectives.
4. Participate in community engagement activities hosted by OVW TA providers that will prioritize the needs of the community as it relates to firearms and domestic violence.
5. In coordination with OVW, designated OVW TA providers, and local community partners, identify the culturally specific populations residing and represented in the community and provide financial support to the culturally specific organization(s) serving these communities to actively participate on the multidisciplinary team.
6. Participate in mandatory virtual and/or in-person training and technical assistance opportunities including new grantee orientation, monthly and/or quarterly site check-in calls, webinars, peer to peer learning exchanges, host on site visits, and all site meetings. Additional required trainings may be determined by OVW.
7. Participate in required in-person and/or virtual all -site meetings. The selection and number of attendees from each team attending the all-site meetings will be determined in collaboration with OVW.
8. Assist OVW and TA providers with logistical coordination of on-site meetings conducted at the grantee location.
9. Develop a plan to document project challenges and success in implementing their goals, objectives, and activities.
10. Produce a written resource to help inform jurisdictions who want to undertake similar firearms work in their community.

- a) participate in project-related meetings and calls, including, but not limited to, on-site and/or virtual technical assistance and trainings, national and site-specific trainings, e-learning, and webinars;
- b) coordinate and actively participate in a project planning period, including ensuring the timely convening of any conference calls and/or in-person meetings necessary to complete the planning process;
- c) review and approve or disapprove all content and formats for written and web-based deliverables produced in relation to this project, including reviewing all materials in the development, editorial, and final stages;
- d) approve or disapprove sites, dates, and agendas for all project-related activities; and
- e) approve or disapprove any modifications to the project scope, key project partner(s), deliverables, and timeline for all project-related activities, including, but not limited to, substantive changes to previously approved educational materials or professional tools.

No more data to load

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

Award Acceptance

- Award Letter**
- Award Information**
- Project Information**
- Financial Information**
- Other Award Documents**
- Award Conditions**
- Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I—

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Principal Deputy Director	ALLISON RANDALL	6/27/22 9:59 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Assistant Chief

Name of Authorized Entity Official

Justin Lundgren

Signed Date And Time

9/2/2022 9:31 PM

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

1. Subgrantee (23 CFR § 710.105) Spokane Regional Domestic Violence Coalition 2202 E Sprague Ave, Ste 7 Spokane, WA 99202		2. Contract Amount \$223,208	3. Tax ID# 84-4167529
			4. DUNS# 118020964
5. Subgrantee Representative Annie Murphey, Executive Director Spokane Regional Domestic Violence Coalition 2202 E Sprague Ave, Ste 7 Spokane, WA 99202 Phone: (509) 481-3522 amurphey@srdvc.org		6. City's Representative Jennifer Hammond City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org	
7. Original Grant ID# 15JOVW-21-GK-04705-HOMI	8. Start Date 7/01/2022	9. End Date 6/30/2025	
10. Funding Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/>			
11. Federal Funds (as applicable) \$223,208	CFDA # 16.590	Federal Agency: U.S. Department of Justice	
12. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		13. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
14. Grant Purpose: Reducing domestic violence homicides and injuries committed with firearms by establishing a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in domestic violence cases.			
15. CITY and the SRDVC, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Attachment "A" 15JOVW-21-GK-04705-HOMI, (2) Attachment "B"-Program Narrative, (3) Attachment "C" Budget, (4) Attachment "D" Statement of Assurances, (5) Attachment "E" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "F" FFATA, (7) Attachment "G" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "H" National Environmental Policy Act, (9) Attachment "I" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "J" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "K" CCR Registration of Sub-Recipient DUNS Numbers .			
FOR THE GRANTEE :		FOR SRDVC	
Signature _____ Date _____		Signature _____ Date _____	
NADINE WOODWARD Name		_____ Name	
MAYOR _____		_____ Title	

(FACE SHEET)

AGREEMENT

This AGREEMENT is between the City of Spokane, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY," and SPOKANE REGIONAL DOMESTIC VIOLENCE COALITION, having offices at 2202 E Sprague Ave, Ste 7 Spokane, Washington 99202 hereinafter referred to as the "SRDVC," and jointly hereinafter referred to as the "PARTIES."

WHEREAS, on June 22, 2022, the U.S. Department of Justice, Office on Violence Against Women (OVW) awarded the CITY a \$499,833.00 grant ("Grant") under the funding opportunity entitled, 2021 OVW Fiscal Year 2021 Firearms Technical Assistance Project (FTAP) Pilot Sites Initiative Solicitation, Award Number 15JOVW-21-GK-04705-HOMI, pursuant to federal statutory authority, 34 U.S.C. 10461-10465; and

WHEREAS, this federal grant award is intended to support FTAP, which helps communities identify challenges with implementation of federal, state and tribal domestic violence (DV) firearms prohibitions, and to support grantee CITY's collaboration with project partners, to establish a multi-disciplinary management team to develop and implement strategic plans addressing firearms restrictions in DV cases in their jurisdiction; and

WHEREAS, Washington state law, RCW 9.41.800, requires that when trial courts issue DV protection orders that meet certain statutory conditions, the court must also order the restrained person to surrender all firearms and other dangerous weapons; and

WHEREAS, the provisions of Washington's firearms surrender law, RCW 9.41.800-804, reflect a state legislative determination that it is in the public interest to prohibit persons subject to specific DV restraining orders from possessing firearms and other dangerous weapons; and

WHEREAS, perpetrators of DV routinely fail to comply, or fully comply, with firearms surrender court orders; and

WHEREAS, the CITY seeks to utilize the FTAP initiative project and grant award to improve its enforcement of DV-related firearms surrender court orders by building upon current partnerships and processes to create a more holistic, effective and consistent system of firearms surrender in DV cases; and

WHEREAS, the SRDVC is a longstanding, multisector coalition who, among other achievements, launched the "End of Violence" campaign to raise awareness and encourage action to prevent and address DV, and recently generated a strategic plan outlining the need for increased community involvement to address DV, including through a novel Court Watch program which enhances accountability in DV cases; and

WHEREAS, based on SRDVC's DV experience the CITY designated SRDVC as a subrecipient of the OVW FTAP grant to collaborate with the CITY in achieving improved success in enforcement of court ordered firearms relinquishment.

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

SECTION NO. 1: PURPOSE

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

SECTION NO. 2: SUBRECIPIENT SERVICES

SRDVC shall provide the following services more fully summarized on pages 24-27 set forth in the Program Narrative attached hereto as Attachment "B" and incorporated herein into this AGREEMENT:

- A. Hire an FTAP Site Coordinator who will be responsible for overall FTAP project coordination to include, among other duties, scheduling and conducting of FTAP meetings to help advance FTAP progress.
- B. Recruit FTAP partner organizations to include those listed on page 27 and 28 of the Program Narrative, Attachment "B".
- C. Research current Court Watch programs across the country to identify best practices to enhance development and implementation of a court watch program.
- D. Create messaging materials to recruit volunteers.
- E. Identify a training curriculum for Court Watch volunteers.
- F. Identify community connections and program evaluation metrics.
- G. SRDVC's FTAP Site coordinator will investigate the feasibility of on-call advocacy and implement if feasible.
- H. Monitor and evaluate community-level DV outcomes with a focus on quality improvement and sustainability planning.
- I. SRDVC's FTAP Site Coordinator will prepare and disseminate status updates regarding project challenges and successes for each goal, objective and activity on a monthly basis in conjunction with SPD's Firearms Coordinator Court Coordinator for the future DV Court.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

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

The terms and conditions of the OVW FY21 FTAP award number 15JOVW-21-GK-04705-HOMI are attached to this AGREEMENT (Attachment "A") and are incorporated herein. SRDVC agrees to comply with the Grant terms and conditions set forth in Attachment A.

SECTION NO. 5: COMPENSATION

CITY shall reimburse SRDVC an amount not to exceed \$223,208, the amount set forth in Attachment "C" for the performance of all things necessary for or incidental to the performance of Subrecipient Services set forth above and in Attachment "B". SRDVC's reimbursement for services shall be in accordance with the terms and conditions set forth in the Budget outlined in Attachment "C". Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work performed and progress achieved and how any items purchased are being used to further the work, as directed by the CITY's representative designated hereinafter. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the CITY. Requests for reimbursement by SRDVC shall be made on or before the 5th of each month for the previous month's expenditures. In conjunction with each reimbursement request, SRDVC shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. Reimbursement voucher is provided and required for requests for payment.

Requests for reimbursement shall be submitted to:

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

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

SECTION NO. 6: RELATIONSHIP OF THE PARTIES

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

SECTION NO. 7: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane, Washington.

SECTION NO. 8: COMPLIANCE WITH LAWS

SRDVC shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this agreement.

SECTION NO. 9: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which SRDVC will receive payment under the provisions of this AGREEMENT.

SECTION NO. 10: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

SECTION NO. 11: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

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

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

The SRDVC is required to ensure compliance with this requirement.

SECTION NO. 12: NEW CIVIL RIGHTS PROVISION

The SRDVC shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

SECTION NO. 13: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

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

SECTION NO. 14: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

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

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

SECTION NO. 15: NON-SUPPLANTING CERTIFICATION

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

SECTION NO. 16: TERMINATION FOR CAUSE

In the event the CITY determines that the SRDVC failed to comply with any term or condition of this AGREEMENT in a timely manner, the CITY has the right to suspend or terminate this AGREEMENT. Before suspending or terminating the AGREEMENT, the CITY shall notify the SRDVC in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the AGREEMENT may be terminated or suspended.

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

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

SECTION NO. 17: TERMINATION PROCEDURES

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

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

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

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

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

6. Complete performance of such part of the work as shall not have been terminated by the CITY; and
7. Take such action as may be necessary, or as the CITY may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the SRDVC and in which the CITY has or may acquire an interest.

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

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

SECTION NO. 18: TREATMENT OF ASSETS

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

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

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

SECTION NO. 19: CITY REPRESENTATIVE

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

SECTION NO. 20: NOTICES

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

SECTION NO. 21: MODIFICATION

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 22: WAIVER

No officer, employee, agent or otherwise of the CITY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by SRDVC of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the CITY to hereafter enforce each and every such provision.

SECTION NO. 23: INDEMNIFICATION

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

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

SECTION NO. 24: 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. SRDVC has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce SRDVC to execute the same.

SECTION NO. 25: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 26: 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. 27: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the CITY and SRDVC representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The CITY and the SRDVC shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

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

SECTION NO. 28: POLITICAL ACTIVITIES

Political activity of SRDVC employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 29: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

SECTION NO. 30: PUBLICITY

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

SECTION NO. 31: TAXES

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

SECTION NO. 32: INSURANCE

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

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

The SRDVC shall submit to CITY within fifteen (15) calendar days of the AGREEMENT start date, a certificate

of insurance which outlines the coverage and limits defined in this insurance section. During the term of the AGREEMENT, the SRDVC shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

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

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

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program - With prior approval from CITY, the SRDVC may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from CITY, the SRDVC shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. CITY, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

SECTION NO. 33: SUBCONTRACTORS

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

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

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

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

SECTION NO. 34: ANTI-KICKBACK

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

SECTION NO. 35: CONFLICT OF INTEREST

SRDVC warrants that at the date of execution of this Agreement, no organizational conflict of interest exists or is likely to arise in the performance of its obligations under this AGREEMENT. SRDVC warrants that it shall advise CITY immediately if a conflict of interest arises in the future.

SECTION NO. 36: LICENSING, ACCREDITATION, AND REGISTRATION

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

SECTION NO. 37: RIGHT OF INSPECTION

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

SECTION NO. 38: ACCESS TO DATA

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

SECTION NO. 39: LIMITATION OF AUTHORITY

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

SECTION NO. 40: REGISTRATION WITH DEPARTMENT OF REVENUE

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

SECTION 41: ASSIGNMENT

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

SECTION 42: ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 43: MAINTENANCE OF RECORDS

The SRDVC shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and

practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT.

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 44: LOSS OF FUNDING

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

SECTION NO. 45: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

SRDVC must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this AGREEMENT.

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

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the SRDVC, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) SRDVC's selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure SRDVC conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases

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

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

SECTION NO. 46: AUDIT REQUIREMENTS

A. General Requirements

SRDVC shall procure audit services based on the following guidelines.

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

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

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

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

B. Federal Funds Requirement – 2 CFR Part 200

SRDVC expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

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

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the SRDVC is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the SRDVC in accordance with 2 CFR Part 200.

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

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

C. Documentation Requirements

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

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

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

SECTION NO. 47: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the SRDVC by the CITY that is designated as "confidential" by the CITY;
2. All material produced by the SRDVC that is designated as "confidential" by the CITY; and
3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

C. Unauthorized Use or Disclosure. The SRDVC shall notify the CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 48: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this AGREEMENT shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the CITY. The CITY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the SRDVC hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the CITY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights. "Materials" does not mean any personally identifiable information.

For Materials that are delivered under the AGREEMENT, but that incorporate pre-existing materials not produced under the AGREEMENT, the SRDVC hereby grants to the CITY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The SRDVC warrants and represents that the SRDVC has all rights and

permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the CITY.

The SRDVC shall exert all reasonable effort to advise the CITY, at the time of delivery of Materials furnished under this AGREEMENT, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this AGREEMENT. The SRDVC shall provide the CITY with prompt written notice of each notice or claim of infringement received by the SRDVC with respect to any Materials delivered under this AGREEMENT. The CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the SRDVC.

SECTION NO. 49: REPORTING REQUIREMENTS

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

SECTION NO. 50: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The SRDVC, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 - 4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the SRDVC is unable to certify to any of the statements in this AGREEMENT, the SRDVC shall attach an explanation to this AGREEMENT.
- C. The SRDVC agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the CITY.
- D. The SRDVC further agrees by signing this AGREEMENT that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier

Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier grantee certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the CITY for assistance in obtaining a copy of these regulations.

SECTION NO. 51: ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

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

SECTION NO. 52: SPECIAL PROVISIONS

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

SECTION NO. 53: ORDER OF PRECEDENCE

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

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

ATTACHMENT "A"
15JOVW-21-GK-04705-HOMI

ATTACH OVW GRANT AGREEMENT PAGES 1 - 22

ATTACHMENT “B”
Program Narrative

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

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

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

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

remember and understand the judge's orders.

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

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

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

Community resources: As continuing participants of the DV Homicide Prevention Firearms Technical Assistance Project, and recent recipients of a Justice For Families Grant, our work is supported by existing

resources as well as the OVW's Improving Criminal Justice Response (ICJR) grant.

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

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

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

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

Interest in the project and desired outcomes: With the 2017 Community Needs Assessment and the launch of the End the Violence campaign, our community has built momentum around DV prevention and response in recent years. But despite these steps in the right direction, gaps remain in service. Community partners have long suggested a Court Watch program as a means to support consistency in the process across multiple

dockets. By partnering specialized law enforcement protection order service and firearm seizure with our existing firearms coordinator and proposed Court Watch program, we anticipate creating a truly holistic and innovative approach to addressing domestic violence, serving as a model for other jurisdictions across the country who are facing such significant DV issues.

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

2. What Will Be Done (40 points)

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

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

SRDVC will hire an FTAP Site Coordinator. As the project develops, the Coordinator will also oversee a Court Watch program and potentially develop an on-call advocacy system, similar to the DVERT program in

Cincinnati, OH, which sends advocates to incidents to assist victims with safety planning, protection orders, and other social needs. The development of a Court Watch program, which has long been a request of multiple partners in the community for both the civil and criminal side, will help support consistency in the processes and across multiple dockets.

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

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

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

Goals, objectives, and activities over 36 months:

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

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

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

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

Documentation of challenges and successes: The Site Coordinator will prepare and disseminate status updates regarding project challenges and successes for each goal, objective, and activity on a monthly basis in

conjunction with the Court Coordinator for the DV Court and the Firearms Coordinator. A written report will be compiled upon project completion for dissemination to other jurisdictions.

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

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

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

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

3. Who Will Implement the Proposal (15 points)

Key individuals and organizations:

Key personnel: Initially, Spokane Police Department Sergeant Jordan Ferguson, MA, and Spokane Regional Domestic Violence Coalition (SRDVC) Executive Director Annie Murphey, LICSWA, SUD, CPP have led the management team up until now. Sergeant David Daddato is now the Spokane Police Department supervisor of the Domestic Violence Unit. They will continue to guide and support. Daddato's strengths are his ability to communicate with officers and his years of experience as an officer and a sergeant. Murphey's strengths are her strong relationships to the community, the large (25 agencies) board she leads, understanding, approachability, compassion, supportiveness, and understanding of system change work.

Site Coordinator: The SRDVC hired Jordan Ferguson as the Site Coordinator. He will be responsible for overall project coordination and will report to the SRDVC ED, who will collaborate with Sergeant Daddato. Jordan Ferguson will be responsible for scheduling and conducting MDT meetings and advancing the group. Ferguson will help lead agencies in short and long-term planning to assure the continuing development and sustainability of the FTAP project, which has been established to 1) increase victim safety by supporting gun surrender in gun positive cases and in phase 2, provide on-call advocacy services to survivors in the community; 2) increase offender accountability and monitoring and support SPD to increase service delivery; 3) expand coordination of services to reduce recidivism while developing and implementing a court watch program; and 4) improve case information flow among partner agencies, expedite order service process, and enhance informed decision-making by officers trained in all nuances of DV. Ferguson will help partners work towards the safety of domestic violence victims while working to hold the offenders accountable.

FTAP Partner organizations and their present representatives:

Title	Name	Organization
Supervisor	Kailei Aiumu	Spokane Police Department

Program Manager	Kathy Armstrong	Spokane Police Department
Public Defender	Stephanie Cady	Counsel for Defense
Court Administrator	Ashley Callan	Spokane County Superior Court
Director	Morgan Colburn	YWCA
Advocate	Pam DePriest	Kalispel Tribe
Prosecutor	Andi Duggan	Spokane County Prosecutor
Advocate	Millini Goodman	Lutheran Community Services Northwest
Sergeant	David Daddato	Spokane Police Department
Detective	Erin Johnson	Airway Heights Police Department
Judge	Patrick Johnson	Spokane County District Court
Chair	Annie Murphey	Domestic Violence Coalition
Judge	Annette Plese	Spokane County Superior Court
Advocate	Amy Porter	YWCA
Chief	Brad Richmond	Airway Heights Police Department
Office Manager	Glenda Vogt	Spokane County Clerk's Office
Court Coordinator	Amie Simeral	YWCA and Spokane Police Department
Sergeant	Andy Stockman	Spokane County Sheriff's Office
Sergeant	Khris Thompson	Spokane County Sheriff's Office
Advocate	Roshelle Cleland	Lutheran Community Services Northwest
Advocate	Kristina Hammond	Lutheran Community Services Northwest

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

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

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

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

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

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

ATTACHMENT "C"
Budget

Funding Category

SRDVC Of Spokane

A. Salaries & Benefits	\$206,032.50
B. Travel & Training	\$6,787.50
C. Office Supplies	\$1,728.00
D. Procurement (Computer Tech Support)	\$600.00
E. Other Costs (Marketing Materials/Language Line)	\$8,060.00

Total Budget **\$223,208.00**

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

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

Payment will be on a cost reimbursement basis only.

ATTACHMENT "D"

STATEMENT OF ASSURANCES

The GRANTEE:

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

discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

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

Authorized Signature for the Applicant:

VALID THROUGH June 30, 2025

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT "E"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

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

ATTACHMENT "F"

FFATA FORM

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

Signature: _____ **Date:** _____

* Total compensation refers to:

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

Additional Resources:

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

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

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

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

ATTACHMENT "G"

Restrictions and Certifications Regarding Non-Disclosure Agreements

July 1, 2022 through June 30, 2025

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

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

1. In accepting this grant, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make subgrants or contracts under this grant:
 - a. it represents that:
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or

contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official

Title

Signature of Authorized Official

Date

ATTACHMENT "H"

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

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

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

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

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

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

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

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Representing: _____

ATTACHMENT "I"

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

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

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

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

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

The undersigned agrees to the above requirements.

SIGNATURE _____

PRINTED NAME _____

NAME OF GRANTEE ORGANIZATION

ATTACHMENT "J"

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

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

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

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

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

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

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

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

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

[organization],

[address].

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

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

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

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

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

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

ATTACHMENT "K"

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

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

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

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

29 - 5100 - Fleet Services Sole Source Resolution with PacWest Machinery

*Prince, Thea,
Giddings, Richard*

Council Sponsors: CM Kinnear & CM Stratton
Five Year Sole Source Resolution and Value Blanket Order with PacWest Machinery, LLC (Spokane, WA) for Tymco parts and Volvo Construction Equipment parts.

| For Information

Attachments

[PacWest Sole Source Resolution and VB 2023.docx](#)

[Sole Source Resolution PacWest \(Tymco and Volvo\) 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CM Lori Kinnear; CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services Value Blanket with PacWest
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Five Year Sole Source Resolution and Value Blanket Order with PacWest Machinery, LLC (Spokane, WA) for Tymco parts and Volvo Construction Equipment parts.
Proposed Council Action	Approve Resolution and Value Blanket Order with PacWest
Fiscal Impact	
Total Cost: <u>Estimated Annual Estimate is \$150,000.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Fleet Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring PACWEST MACHINERY LLC (Spokane, WA) a sole-source provider and authorizing the City to enter into a Value Blanket Order for the purchase of TYMCO and VOLVO CONSTRUCTION EQUIPMENT parts on an "as needed" basis for a five (5) year period – approximately \$100,000.00 annually without public bidding.

WHEREAS, the above referenced parts are only available through authorized distributors and PacWest Machinery LLC is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city's equipment fleet; and

WHEREAS, the estimated annual expenditure for Tymco and Volvo parts exceeds the 2023 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase Tymco and Volvo Construction Equipment parts a sole-source purchase through PacWest Machinery LLC.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Value Blanket Order for the purchase of Tymco and Volvo Construction Equipment parts on an "as needed" basis - \$500,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

30 - Employment Support of the Arts Award

Murray, Michelle

Council Sponsors: CM Stratton & CM Wilkerson

| For Information

Attachments

[Briefing Paper- Employment Support of the Arts.docx](#)

[4376 Spokane Arts Award Letter - Updated \(2\).docx](#)

[Notice of Award - Spokane Arts.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Accounting
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Employment Support of the Arts
Summary (Background)	On January 3, 2022 City Council passed Ordinance C36163 approving Tranche 1 of the ARPA Allocation that allocated \$1,000,000 for Employment Support of the Arts. On October 6, 2022 the City issued a Notice of Funding for availability to be awarded to an agency to distribute the funds based on the parameters outlined in the NOFA. Applications closed on November 14, 2022 and Spokane Arts was conditionally awarded the funds to distribute the ARPA Allocation to local artists and arts organizations. The ARPA Accounting team would like to finalize the recommendations for this award and contract with Spokane Arts.
Proposed Council Action	Approve award recommendations
Fiscal Impact Total Cost: <u>\$1,000,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring 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? Local artists and arts organizations would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding local artist and arts organizations in recovering from COVID 19.	



Accounting Department
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3304
(509) 625-6320
FAX (509) 625-6939
Michelle Murray, Accounting Director

Spokane Arts Fund
Melissa Huggins
P.O Box 978
Spokane, WA 99210

12/5/2022

Dear Spokane Arts,

Thank you for submitting your grant application for the Employment Support in the Arts Grant for 2022 funded by the American Rescue Plan Act (ARPA)/Coronavirus State and Local Fiscal Recovery Funds. (CSLFRF).

The Employment Support in the Arts Committee is very pleased to inform you that Spokane Arts has been selected for a one (1) year \$1,000,000 award with an optional 1 year extension if the full \$1,000,000 is not expended by the end of the initial contract period (contingent on Council approval) for the Spokane Arts program. On the basis of the work you presented and the history of your non-profit's standard, we are encouraged that your program will continue to be successful.

On behalf of the City of Spokane, please know we are happy to support the important program you are providing to the community. We wish you much success in your efforts as you undertake the responsibilities of your program. If you accept our proposal, kindly reply back to us as soon as possible.

Sincerely,

Makayla Sauve
accountinggrantsadmin@spokanecity.org
Employment Support in the Arts Grant Committee
City of Spokane

AGREEMENT BETWEEN

CITY OF SPOKANE ("CITY") AND
CONJUNCTION WITH("GRANTEE") IN
PROGRAM

1. Grantee Spokane Arts Fund 801 W Riverside Ave Ste 100 P.O Box 978 Spokane WA, 99201-0908		2. Contract Amount \$1,000,000.00		3. Tax ID#	
				4. UEI#	
5. Grantee's Program Representative Melissa Huggins Executive Director (509) 939-0234 melissahuggins@gmail.com			6. City's Program Representative Vlad Lukin ARPA Coordinator		
7. Grantee's Financial Representative Melissa Huggins Executive Director (509) 939-0234 melissahuggins@gmail.com			8. City's Contract Representative Laura Aga Contracts & Business Standards Officer		
9. Grantor Award # SLFRF		10. Start Date TBD		11. End Date	
12. Federal Funds ARPA & CSLFRF		CFDA # 21.019	Federal Agency U.S. Department of the Treasury ("Treasury")		
13. Total Federal Award \$80,991,104		14. Federal Award Date		15. Research & Development? No	
				16. Indirect Cost Rate	
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> ARPA/RFP <input type="checkbox"/> Pre-approved by Funder			18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: to allocate grant funds to a qualified pre-apprenticeship program to assist Spokane residents recently released from a period of incarceration, in order to assist individuals transitioning from a correctional facility to the community by providing these individuals with the opportunity for meaningful employment at a living wage to support the individual achieving a lifestyle that reduces the chance of re-offense and reincarceration.					
This Agreement is subject to requirements set forth in Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and to applicable uniform administrative requirements as described in 2 CFR 200, as applicable.					
20. CITY and the GRANTEE, as identified above, acknowledge, and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE's Pre-Apprenticeship Program Application for Funding, (3) Public Services Programs Project Monitoring Guide for Sub-Recipients, (4) Attachment "A" - Suspension & Debarment and FFATA Certification, (5) Attachment "B" Other Award Terms and Conditions.					

(FACE SHEET)

31 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

32 - Adjournment

33 - Next Meeting

The next meeting of the Public Safety & Community Health Committee will be held at 1:15 p.m. on March 6, 2023.

