

**Public Safety & Community Health Committee  
Agenda for 1:15PM Monday, December 4, 2023**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on December 4, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at [my.spokanecity.org/citycable5/live/](http://my.spokanecity.org/citycable5/live/) and [www.facebook.com/spokanecitycouncil](http://www.facebook.com/spokanecitycouncil) or by calling 1-408-418-9388 and entering the access code #2495 102 5640; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1<sup>st</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

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

**AGENDA**

- I. **Call to Order**
- II. **[Approval of Minutes from November 6, 2023](#)**
- III. **Committee and Board Appointment Candidate Interviews (None)**
- IV. **Reports/Updates (Briefing pages only, no discussion)**
  1. [Strategic Initiatives Update \(SPD\)](#)
  2. [Photo Red Update \(SPD\)](#)
  3. [Sit and Lie Monthly Update \(SPD\)](#)
  4. [Office of Police Ombudsman Monthly Reports \(OPO\)](#)
- V. **Discussion Items**
  1. Fire Department Update – Chief Schaeffer (10 minutes)
  2. Police Department Update – Chief Meidl (10 minutes)
  3. [JAG23 Grant Sub Award – Assistant Chief Lundgren \(10 minutes\)](#)
  4. [MOU Public Defender Conflict Agreement, COS and Spokane County – Nick Antush \(10 minutes\)](#)
  5. [Traffic Calming OT Funds Enforcement Update – Major Olsen \(15 minutes\)](#)
  6. [ARPA Habitat for Humanity Down Payment/Shared Equity – Michelle Murray \(10 minutes\)](#)
  7. [Short Term Rental Occupancy Fee Ordinance Amendment– Tonya Wallace \(10 minutes\)](#)
  8. [COS Paper Reduction Resolution – Council Member Cathcart \(5 minutes\)](#)
- VI. **Consent Items (No Consent Items)**

VII. **Executive Session**

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

VIII. **Adjournment**

**Next Public Safety & Community Health Committee meeting**

The next meeting will be held at the regular date and time of 1:15 p.m. February 5, 2024.

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

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Safety and Community Health**  
**November 6, 2023**

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**Call to Order:** 1:16 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/881864897>

**Attendance**

Committee Members Present: CM Cathcart (Chair), CP Kinnear, CM Stratton, CM Wilkerson, CM Bingle, CM Zappone, CM Oelrich

Staff/Others Present: Chief Meidl, Giacobbe Byrd, Chris Wright, Julie Oberg, Steve MacDonald, Steve Wohl, Eric Olsen, Eric Finch, Clint Harris, Richard Coulton, Christine Shisler

**Approval of Minutes**

- Action taken  
CM Bingle moved to approve the minutes; the motion was seconded by CM Oelrich. The minutes were approved unanimously.

**Agenda Items**

Discussion items

1. Fire Department Update
  - Action taken  
Presentation and discussion only, no action was taken.
2. Police Department Update
  - Action taken  
Presentation and discussion only, no action was taken.
3. Lilac City Connect Discussion
  - Action taken  
Presentation and discussion only, no action was taken.
4. SBOs JAG Grant 2022 and 2023
  - Action taken  
Presentation and discussion only, no action was taken.
5. SBO – Incident Management Team Wildfire Season
  - Action taken  
Presentation and discussion only, no action was taken.
6. Streets Winter Roads Maintenance Plan

- Action taken  
Presentation and discussion only, no action was taken.
- 7. ARPA SBO for CHHS HOME Grant
  - Action taken  
Presentation and discussion only, no action was taken.
- 8. SERS Board Increase to Employee Contribution Rate
  - Action taken  
Presentation and discussion. Bingle/Wilkerson as Sponsors

Consent items

None.

Executive session

None.

Adjournment

The meeting adjourned at 2:18 p.m.

Prepared by:

Shae Blackwell

Approved by:

Council Member Michael Cathcart  
PSCHC Committee Chair



**SPOKANE POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
**CRAIG N. MEIDL**

**Strategic Initiatives**  
**December 2023 Report**



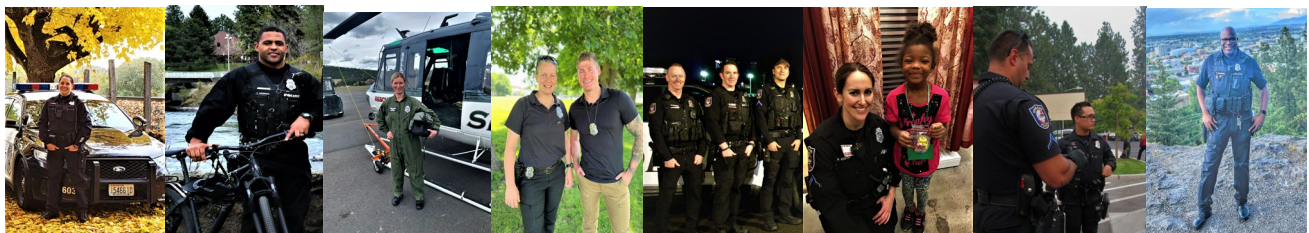
**Public Safety and Community Health Committee Briefing**  
**December 4, 2023**



**Excerpts of Commendations**  
**(Personal Identifying Information has been removed)**

I had the opportunity to go on a ride-along with **Officer Kelly Mongan**. Officer Mongan handled several situations during this shift to include: a failure to stop/eluding situation without a pursuit on a motorcycle without a license plate and a rider who did not present as a comfortable rider; a suspicious person with a machete; surveillance regarding a domestic violence and burglary subject; a crisis intervention call with a homeless person on top of a clinic's roof; a domestic altercation without physical violence between a parent and an adult son; as well as an assault with a pipe with a subject at large call. I was impressed with the depth Officer Mongan went to as he handled these sensitive situations while on scene and how he provided significant attention to investigation and follow up. Officer Mongan's experience and dedication to his profession was clear to see and his assessments and due care to follow-up investigation is laudatory. Officer Mongan consistently displayed a strategic outlook towards his duties as he was constantly in communication with his team and using his systems to proactively investigate situations as they unfolded between calls for service.

I want to express my sincere gratitude to you and **Officer [Lee] Barker** for allowing me to ride along and experience an afternoon in the life of a police officer. The first call was definitely the highlight of my week or perhaps my year. I would be remiss if I did not express the profound impact the experience had on me. While I have never had a negative encounter with police, quite the contrary, the barrage of negativity is overwhelming and well I went in somewhat guarded. I did not know if to expect a confirmation of the negativity we are exposed in the media or the community policing that academia holds as the gold standard. I had a genuine interest in what I would take away from this ride-along. I asked many questions of Officer Barker and appreciated his patience with me. His positive attitude was contagious. His humor was appreciated. Suffice it to say, Officer Barker and all other officers who joined on calls, in my opinion, represented the gold standard - community policing at its finest. Officer Barker consistently treated homeless people with respect and the respect was reciprocated. One homeless individual even approached him for advice. I was moved by the genuine compassion shown by officers who did a welfare check on a man who expressed he wanted to overdose. I was impressed by the professionalism and restraint exhibited by the officers handling the hostile individual who was intentionally provoking them. I understand they are all trained professionals, and it is their job, but they do their job exceedingly well and in the event you have not heard it in a while, from this average citizen, your officers are commendable. My perception has shifted. Thank you all for your service and thank you for sharing your time with me.



**January 1 through October 31, 2023, Commendations and Complaints**

Commendations Received:   **Total: 158**

Complaints Received:       **Total: 72 (63 from community)**

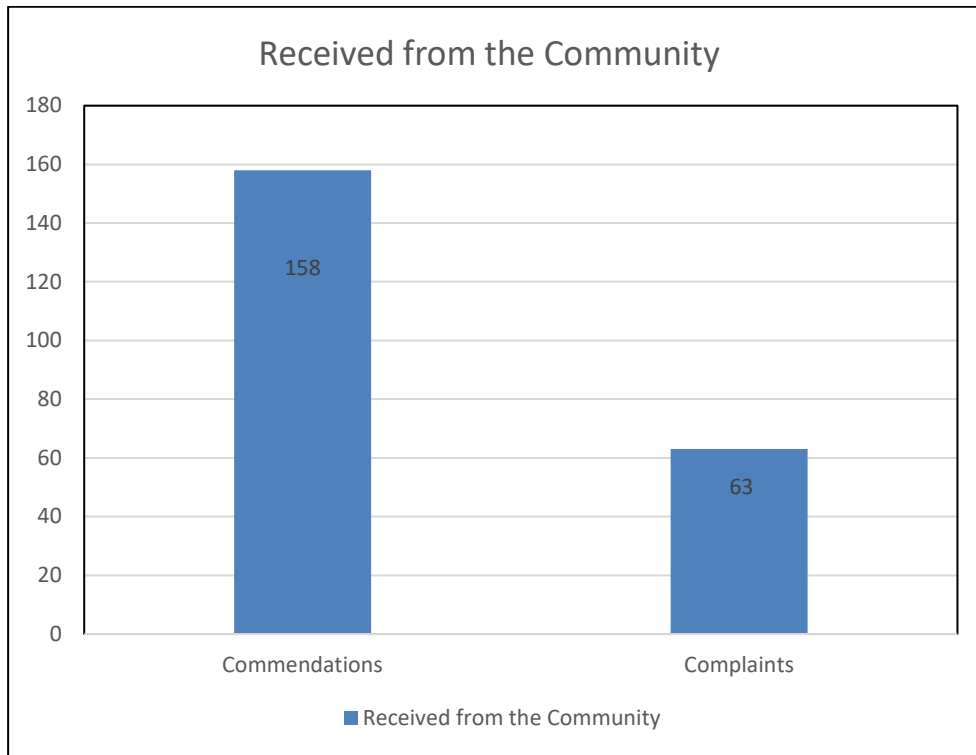
**Closed Out as Inquiries: 2 (As of October 31, 2023)**

*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 October 31, 2023**

Received by the Office of Police Ombudsman	<b>Total: 34</b>
Received by the Spokane Police Department	<b>Total: 38</b>
Internally Generated by the SPD	<b>Total: 9</b>
Generated by the Community	<b>Total: 63</b>

The department consistently receives more commendations from the community than complaints.



Deadly Force Incidents (Officer-Involved Shootings)

**2023**

From January 1 - September 30, 2023, there was one deadly force incident.

**Incident 2023-20088146 (Pending Criminal Investigation)**

Incident 2023-20088146 took place on May 10, 2023, in the area of 5<sup>th</sup> and Browne. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

**2022**

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

**Incident 2022-20012711 (Closed)**

**Incident 2022-20134271 (Pending Criminal Investigation)**

2022-20134271 took place on August 3, 2022, in the area of 2<sup>nd</sup> 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 Prosecutor Review)**

2022-20214924 took place on December 4, 2022, in the area of Morton and Illinois. The Spokane Independent Investigative Response (SIIR) completed the criminal investigation. The case is with the Prosecutor's Office.





### Reserve Officer Graduation

The 2023 Reserve Officer Academy graduation took place on November 11, 2023. Our graduates complete the 370-plus hour program on evenings and weekends. They pass a certification examination administered by the Washington State Criminal Justice Training Commission prior to graduation. We are grateful for the time that our dedicated community members have volunteered to become Reserve Officers.



These volunteers are unpaid, but they still complete a rigorous hiring process. Applicants must pass a background check, physical ability test, a polygraph, oral board, psychological testing, medical screening, and a review by the Chief of Police.

Reserve Officer Thomas Jimeno, far left, also serves as a volunteer Chaplain with SPD, in addition to his full-time job.



## Drug Education for the Community at the DEA Citizens Academy



The Drug Enforcement Administration - DEA/SPD Joint Citizens Academy, took place throughout October and November 2023. Its purpose was to educate community members about the fentanyl epidemic as part of Operation Engage Spokane. Operation Engage Spokane is a comprehensive community-level approach to address the drug epidemic through prevention strategies, facilitating conversations and collaboration with local partners. At left, the graduates.

## Sector Updates

### David Sector (Downtown)

Captain Wohl reports, "The Spokane Police Department, along with a Victim Advocate, recently conducted a human trafficking operation in the Downtown corridor to identify both those being trafficked, as well as those responsible for it. Officers made several arrests that night for patronizing a prostitute, as well as for outstanding warrants. Our goal is to provide resources to those in need of them, as well as hold those people responsible who are promoting human trafficking."

The Downtown Precinct is also working with Downtown Spokane Partnership in obtaining some mobile crime cameras. Captain Wohl and Lieutenant Dan Waters recently met with Women's Hearth Director Angela Amos to answer questions, and she will be attending our roll call briefing to provide some information on the organization.

## Noteworthy Arrests

On October 20, 2023, Spokane Police officers responded to a call of a shooting outside of a food and beverage establishment located in the 2400 block of East Sprague Ave. When officers arrived, they found a male victim suffering critical injuries from a gunshot. The victim was treated on scene by medics and transported to an area hospital.

Major Crimes detectives were called to the scene and began an investigation. Over the next several days, they identified a suspect and developed probable cause for his arrest. On Monday 10/23/23, detectives issued a warrant for the suspect's arrest, and he was picked up the next day, 10/24/23, in Lewiston Idaho. Dumont Whitt (47) was booked into the Nez Perce County Detention Center for 1st Degree Assault and two new Idaho charges. Whitt had a stolen gun in his possession when arrested and now faces charges for unlawful possession of a firearm and possession of a stolen firearm in Idaho, in addition to the assault charge related to the shooting.

Whitt is a three-time convicted felon with convictions including 2nd Degree Manslaughter, 2nd Degree Assault, and 1st Degree Unlawful Possession of a Firearm. Whitt also has five prior gross misdemeanor convictions to include 4th Degree Assault and 2nd Degree Unlawful Possession of a Firearm.



## Behavioral Health Unit Update

During September 2023, the BHU took 304 calls for service. 143 unduplicated individuals were contacted.

BHU Sergeant Jason Hartman was just selected as a new board member for the Co-Response Outreach Alliance of Washington. The organization was created in 2018 and represents police and fire agencies from across Washington State. CROA has a three-part mission:

- (1) To enhance the understanding of co-response programs and co-response best practices in Washington State
- (2) To promote the use of co-response to assist individuals with behavioral health issues
- (3) To advocate for laws and policies that support co-response where appropriate—and other programs and approaches when not. CROA is nonpartisan and nonideological. Members support practical, real-world approaches and opportunities to collaborate.

<https://croawa.com/>

Letter of appreciation for BHU:

I will reach out to the Chief, but **[Officer] Ben [Manning]** has been such a huge help to my family. I can't even put into words how he's been there for my son, more than anyone in his entire family or the police field because they thought it was out of jurisdiction. My son now wants to be a police officer. He has learned so much from Officer Manning. He asked for him on his worst days. I never had hope with the Behavioral Health until I met Ben. He should be the head of the BHU. He has touched me and my family more than you know... I finally have hope because of him. He stands for his word for my son. He will be there for us not only us but just for my son. He's amazing and I finally now believe in the system. I could not have done this mental health without Ben. He has understood and watched as we have maneuvered through this life and has given us guidance when needed, and never judgmental. The Chief should be so proud of him. I can't explain how I would have made it without his support. He's a gift and he shows my son daily how he could be better. We love the Spokane Police, but we will forever cherish Ben Manning... please let us know how we could recognize him in our community and if I could go up the chain, he deserves it so much. You have no idea what he's done for my family. THANK YOU, BEN! Even though you have your own family, you have made my son feel like family. Hats off to you!!!! He will never forget you nor will I. Again, I would love to recognize him as well as so many people who have been a part of this and watched Ben be a huge part of my son's life. This is how we stay connected because of Ben. You know it's hard out there with the stigma. Hats off to Ben Manning. You mean a lot to our family. Go BHU! Spokane police, you are loved!!!!

## Community Outreach

### Trunk or Treat Events

Community Outreach officers and SPD volunteers attended multiple Trunk or Treat events in Spokane, at community centers, elementary schools, and the American Indian Community Center. They also attended the Day of the Dead Celebration, put on by Hispanic Business and Professional Organization (HBPA) / Nuestras Raices.



### Outreach in the Schools

Community Outreach officers have been busy teaching CCLR classes at Shaw and Glover Middle Schools. CCLR stands for College, Career, and Life Readiness. This curriculum helps kids learn about careers, explore their interests, prepare, and train for their next steps, and end with being ready to transition to life after high school or graduation. Community Outreach is also teaching CCLR to students outside of School District 81, including an afterschool program in Millwood.

SPD Community Outreach officers attended Rogers High School Trades & Pathways Night. This is an opportunity for the entire student body, along with their families, to explore what is possible after high school. It gives students a chance to explore, ask questions, and get connected to a potential pathway.

Officers also visited the Secondary Transition Employment Program (STEP) School program. STEP is designed for adult students with significant cognitive and adaptive delays who need substantial support and supervision throughout the day. Emphasis is on instruction in life skills, community inclusion, pre-vocational activities, and volunteering or work in local businesses and organizations.

Officers enjoyed a pizza lunch with youth at Crosswalk Youth Shelter.

### Drug Take Back Event



SPD participated in the local Drug Take Back Event, in partnership with ESD 101 and the DEA, at the Northeast Community Center and West Central Community Center locations. Drug Take Back events are organized to prevent unused prescription drugs finding their way into the wrong hands. It allows people to clean out their medicine cabinets and safely and anonymously dispose of prescription drugs.

At left, Reserve Officer Mat Allen and Sergeant Greg Rogan with Sarah McNew of the West Spokane Wellness Partnership.

### Drug Education

Community Outreach has shared our Narcan training with our partners:

- Spokane Tribal Police
- American Indian Community Center (AICC)
- Northeast Youth Center (NEYC)
- Children of the Sun Coalition
- WSU

### Whitworth Student Wellbeing Day

This event allowed officers to talk with students about all kind of topics, but especially campus safety and situational awareness. Officers used inert pepper spray and a dummy to demonstrate how to properly use pepper spray.



### Leadership Spokane Police Demonstration at the SPD Academy

Community Outreach facilitated a demo night for Leadership Spokane, where participants learn about police practices up-close.

### Crime Prevention Through Environmental Design (CPTED) Training

The rest of the Community Outreach team completed CPTED training. Officer Micah Prim has had the CPTED training for several years, and has completed dozens of assessments for schools, community centers, supportive living housing facilities, nonprofits, and businesses.

## Crime Prevention Education

Detective Tim Schwering created a presentation about what he's seeing as he's investigating fraud cases, with people being victimized by crypto currency scams. Recent scamming methods often start out as a "wrong number" text or call, where the scammer tries to connect, or victims are targeted through social media and LinkedIn and dating sites. Detective Schwering explains how the scammers try to gain trust and then victimize people, how scammers try to get them to mail prepaid cards or invest in cryptocurrency, as well as what to do you if you are a victim. SPD has reached out to several community groups and all the neighborhood councils to see if they are interested in hosting a presentation. Many of the neighborhood councils are interested in future dates.

Presentations so far have included:

- Regional Special Investigation Unit Teams
- Spokane C.O.P.S.
- Lutheran Community Services Northwest
- City of Spokane Public Safety and Community Health Committee
- Spokane Aurora Northwest Rotary Club
- Spokane Area Jewish Family Services
- Spokane United We Stand (Asian communities)
- West Hills Neighborhood Council
- Lincoln Heights Neighborhood Council
- World Relief
- Later in Life and Vulnerable Adult Task Force
- Carl Maxey Center
- East Central Neighborhood Council
- Nevada Heights Neighborhood Council
- Hillyard Senior Center
- Mujeres in Action



If you are interested in having Detective Schwering present to your group, please contact him at [tschwering@spokanepolice.org](mailto:tschwering@spokanepolice.org).

## SPD Dispatchers Recognized



Our SPD Dispatchers were honored at the Police Officers Ball with the Resiliency Award, presented by Phoenix Protective Corporation and Spokane Police Chaplaincy.

The award read, “For extraordinary courage and perseverance through very challenging incidents during the course of your service to our community and in the performance of your team’s dispatch duties. This award is presented to our SPD Communications team who continues to exemplify service above self and embodies integrity, professionalism, and compassion.”

Spokane Police Dispatch took over emergency call receiving as of Jan 2nd, 2023. The initial 9-1-1 call is answered by Spokane Regional Emergency Communications, then immediately transferred to SPD.

This change created a significant increase in workload and was made with very little notice. The increased workload has forced periods of mandated overtime, temporarily paused elective time off, and caused some work weeks for dispatchers and supervisors to last up to 13 days in a row. As we continue to hire additional staff and begin each person’s training process, the training staff is also feeling the constant strain of added duties.

From the start of the year, through the first week of August 2023, our dispatch team has made or received over 131,000 phone calls; over 47,000 of which were emergency calls. The call receivers spend an average of 2 mins 59 seconds on each emergency call, and our center averages 25 calls per hour. This average bumps up in the early afternoon for a 5-hour window in which phone calls average 34.8 per hour. This additional call receiving work for 2023 is on top of the almost 200,000 police incidents generated to date- most of which require dispatching or information gathering on the part of the communications team. In this time, the training team has been able to make successful 7 new hires with two more having just started their training.

Despite the enormous addition of work for the communications team, they have far exceeded the national standards for an emergency call receiving center. The National Emergency Number Association (NENA) requires call centers to answer 90% of their calls within 10 seconds, and 95% within 20 seconds. Once the call is transferred to SPD, they answer 97% of calls within 10 seconds and 99.8% within 20 seconds.

The Spokane Police dispatchers have tackled a nearly insurmountable transition, playing catch-up on staffing and forgoing their own earned time off to ensure the citizens of Spokane and our officers feel no negative impacts. Their passion and proficiency at this job is second to none.

**SPD Volunteers**

SPD Volunteers and Chaplains enjoyed providing fun Halloween festivities.



**Citizen Volunteer Barbara Richards**  
Barbara has been volunteering with SPD since 2000. She works at the information booth in the Public Safety Building.

As of 2022, she has donated 6,710 hours to Spokane Police Department. She will be close to 7,000 hours this year.





## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	Police Department / Traffic Unit
<b>Contact Name &amp; Phone</b>	Jim Christensen 509-835-4565
<b>Contact Email</b>	jchristensen@spokanepolice.org
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Photo Red / Speed
<b>Summary (Background)</b>	<p><u>Background/History:</u> Report for Public Safety meeting Dec 4<sup>th</sup>, 2023.</p> <p>Statistic for Photo Red for the time frame of <b>October 1<sup>st</sup>, 2023, thru October 31<sup>st</sup>, 2023.</b></p> <p>There were 1975 violations on the photo red system from <b>October 1<sup>st</sup>, 2023 thru October 31<sup>st</sup>, 2023.</b> During the same time frame in 2022 there were 1609 violations, which is an increase of 366 violations. The increase was due to cameras SK07, SK09 and SK13 were down last year for the Thor/Ray construction.</p> <p>Statistic for Photo Speed for the time frame of <b>October 1<sup>st</sup>, 2023, thru October 31<sup>st</sup>, 2023.</b></p> <p>There were 2820 violations on the photo speed system for <b>October 1<sup>st</sup>, 2023 thru October 31<sup>st</sup>, 2023.</b> During the same time frame in 2022 there were 4095 violations. That is a decrease of 1275 violations. We add three new speed cameras this month last year. This year numbers have decreased by about 50% just on the three new cameras over their install last year.</p> <p><u>Executive Summary: Photo RED</u></p> <p><b>October 1<sup>st</sup>, 2023 thru October 31<sup>st</sup>, 2023.</b></p> <ul style="list-style-type: none"> <li>• Second and Thor was the highest with 325 violations.</li> <li>• Sprague and Browne was second highest with 255 violations.</li> <li>• Freya and Third was third highest with 236 violations.</li> <li>• Division and Francis was the fourth highest with 207 violations.</li> </ul> <p><u>Executive Summary: Photo SPEED</u></p> <p><b>October 1<sup>st</sup>, 2023 thru October 31<sup>st</sup>, 2023.</b></p>

	<ul style="list-style-type: none"> <li>• SB N Nevada St @ Longfellow was the highest with 728 violations.</li> <li>• NB S Regal ST @ Ferris High School/Adams Elementary was the second highest with 587 Violations.</li> <li>• SB N Monroe @ Willard Elementary was the third highest with 433 violations.</li> <li>• SB 5714 N Ash St Ridgeview Elementary was the fourth highest with 331 violations.</li> </ul>
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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?

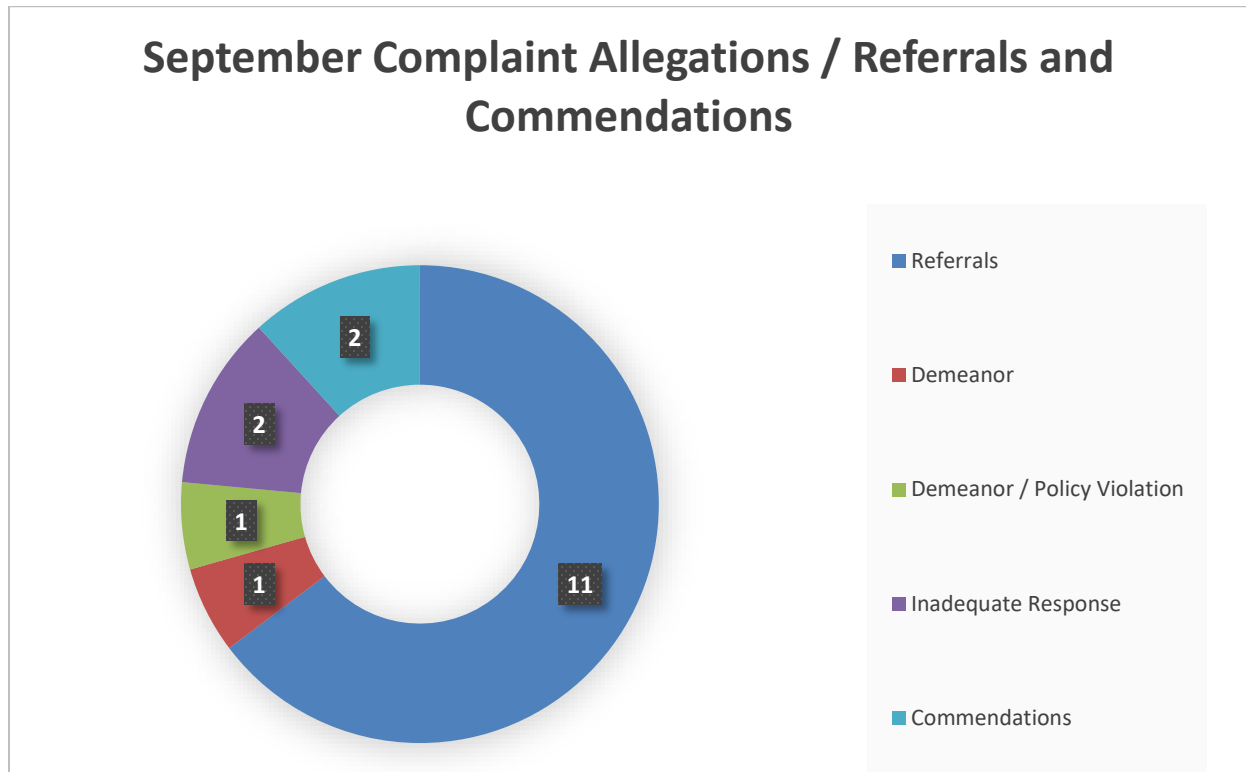


# Office of the Police Ombudsman

## Public Safety & Community Health Committee Report

Reporting Period: September 1 - 30, 2023

### Complaints / Referrals / Contacts



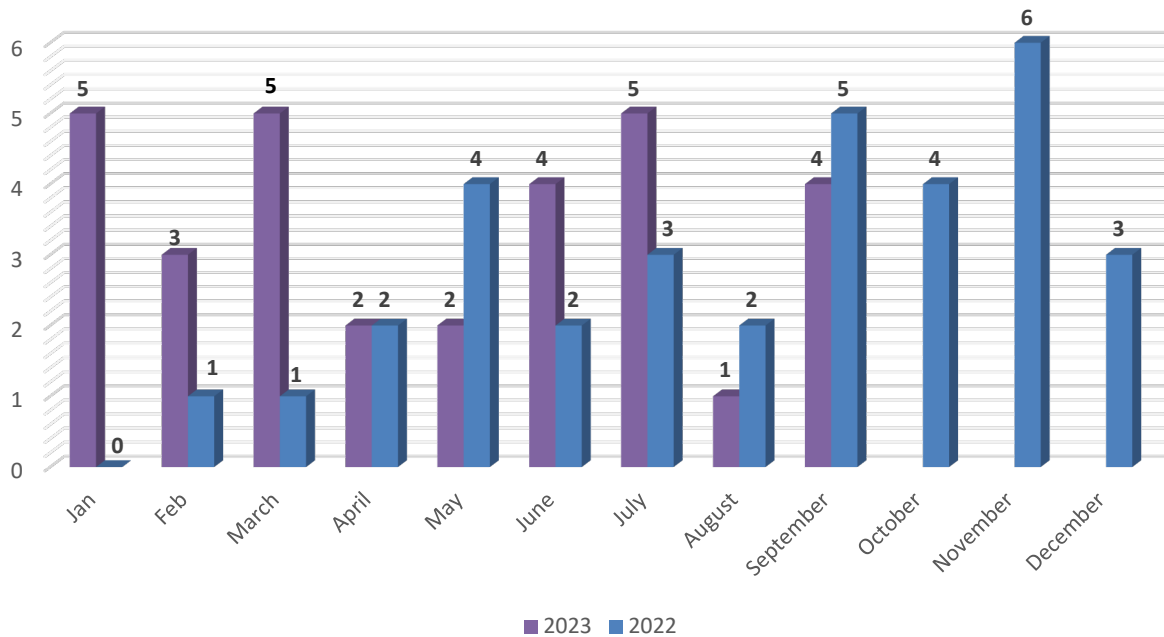
### Highlights:

In September, the Office of the Police Ombudsman (OPO) submitted 4 complaints to Internal Affairs, 2 commendations and 11 referrals to various agencies.

Highlights include:

- OPO 23-36: A community member was concerned about the demeanor shown to the community member during a request to move police vehicles from blocking a business driveway.
- OPO 23-37: A community member was frustrated that a suspect in a shooting death was not being charged.
- OPO 23-38: A community member was frustrated that when their business calls for police assistance their calls for help go unanswered.
- ER 23-40: A community member was frustrated with the inhumane conditions in the jail: Department of Corrections

## Complaints 2022 vs. 2023



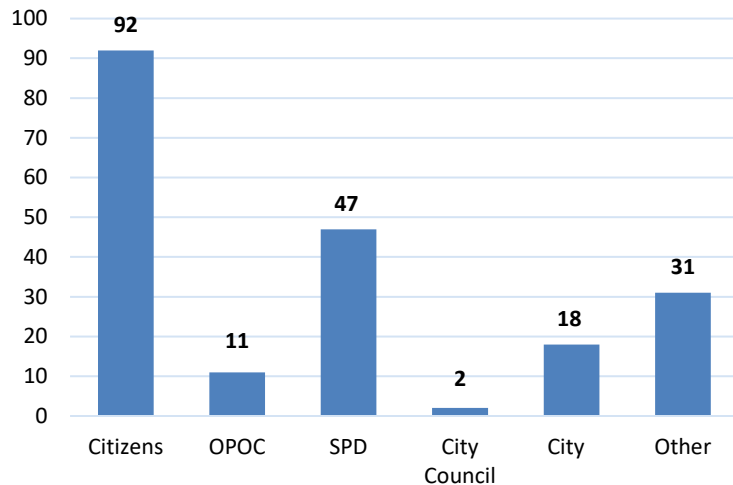
- The OPO has also submitted 10 commendations to SPD in 2023

## Contacts / Oversight:

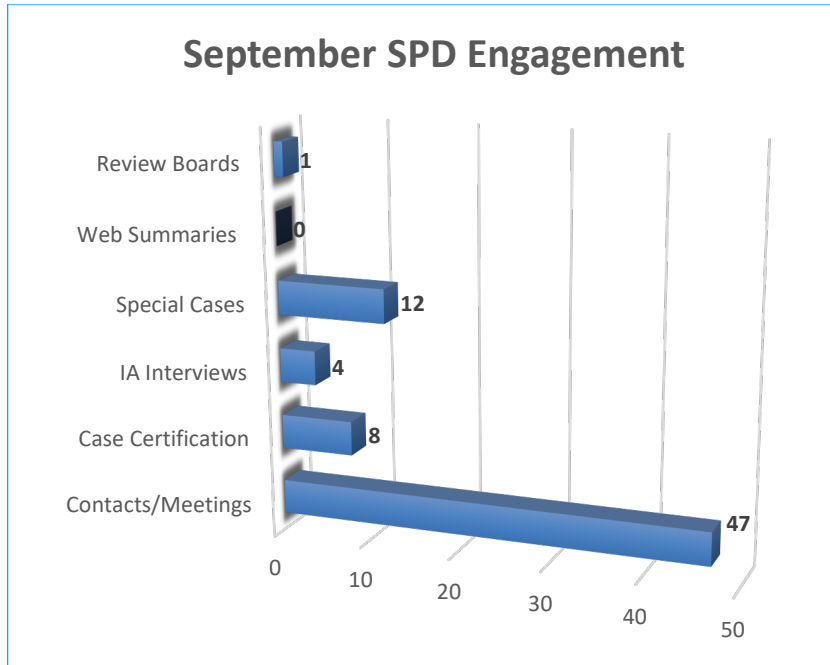
### Contacts / Oversight

- 201 total contacts
- 10 OPO interviews were conducted
- 4 IA contacts
- 47 total SPD contacts

### September Contacts



## Oversight Activities



### Case Work

12 – Cases certified

### Special Cases

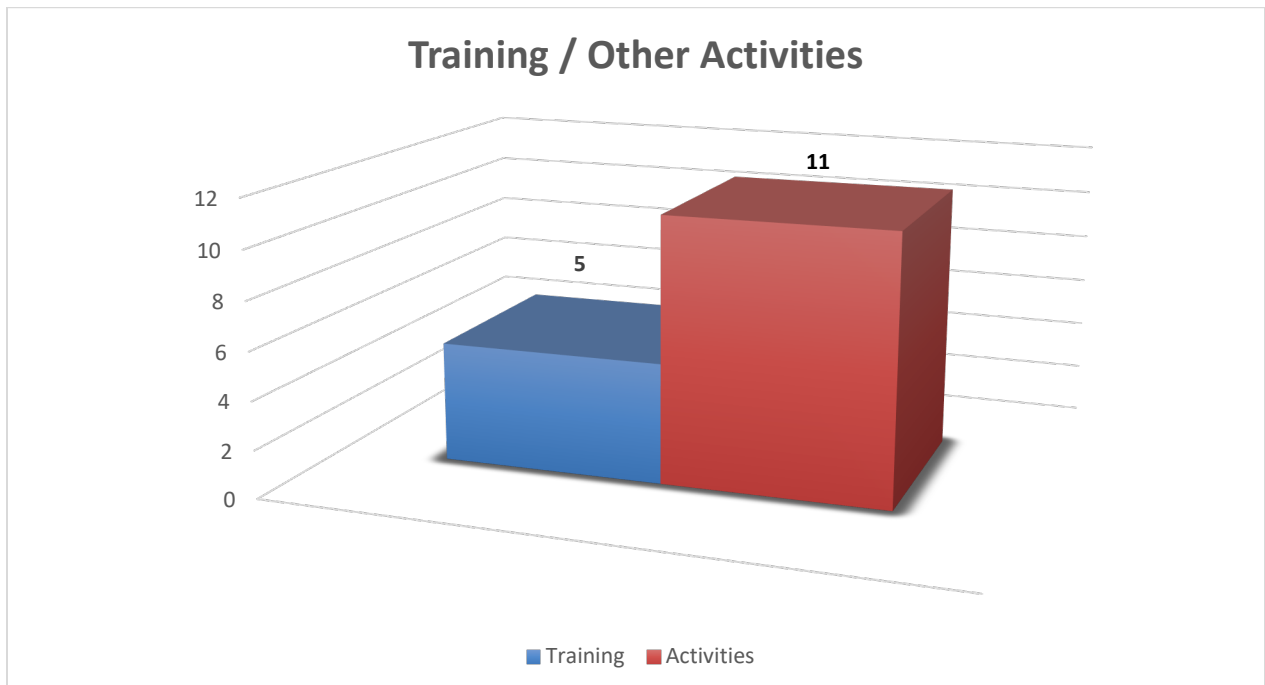
17 Cases Reviewed

- UOF – 11
- K9 – 0
- Collision – 0
- Pursuit – 0

### Review Boards

1 – Use of Force

## Training / Other Activities



## **Highlights:**

- Community Meetings / Events –OPOC Meeting, BLEA Graduation, Celebrate Recovery, City Council Standing Committee, Womens Outreach Meeting
- Oversight / Outreach – Leadership Spokane Board Retreat, NACOLE Board Meeting, 4 Peer Review meetings for NOLA, SPD Review Board Meeting – Use of Force, NACOLE Member Development and Support Committee Meeting, WSCJTC Commission
- Training – Know Be 4 Training, SPD Ride Along (2), NACOLE CPO Certification discussion: Evolution and growth of Civilian Oversight: Key Principles and Practices for Effectiveness and Sustainability, NACOLE CPO Certification discussion: Disorderly (MIS)conduct: The Problem with “Contempt of Cop” Arrests,

## **Upcoming:**

- WSCJTC Committee Meeting
- IACP Annual Conference
- NACOLE Annual Conference
- OPO selected for presentation at NACOLE Annual Conference

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/>

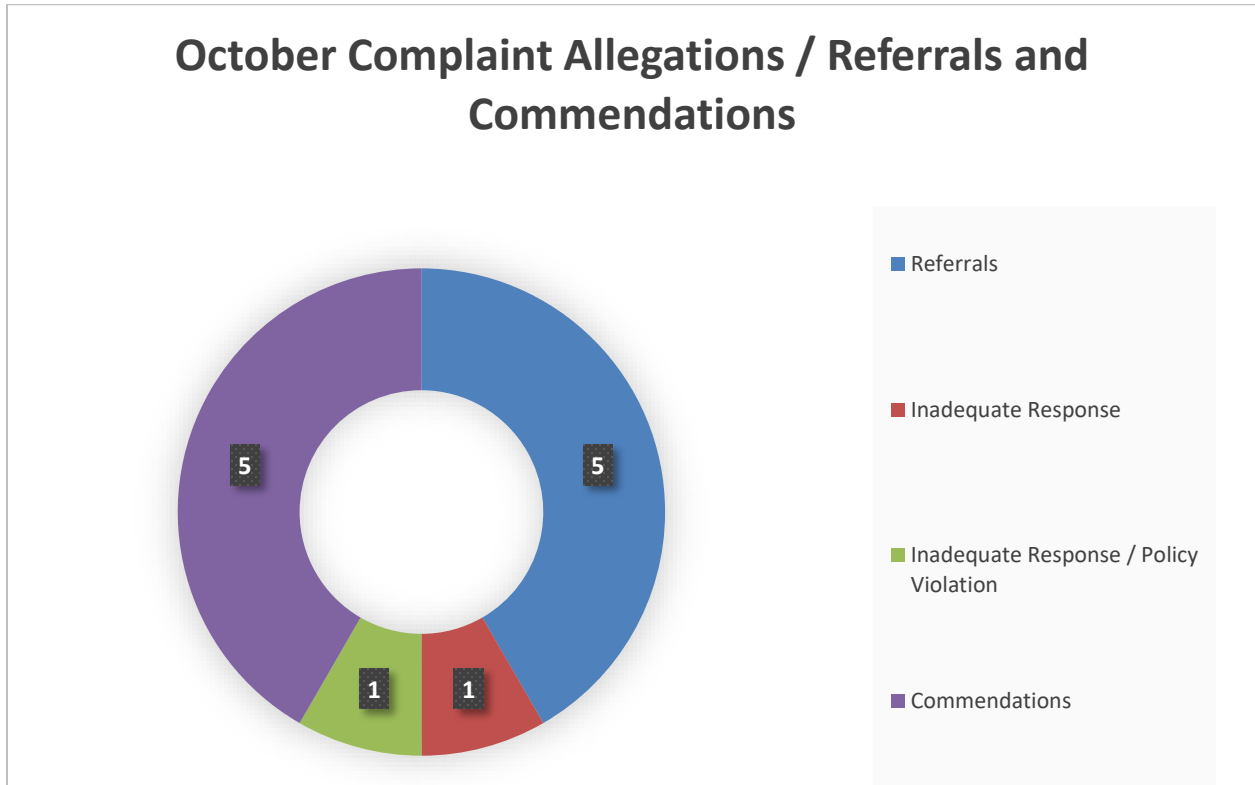


# Office of the Police Ombudsman

## Public Safety & Community Health Committee Report

Reporting Period: October 1 - 31, 2023

### Complaints / Referrals / Contacts



### Highlights:

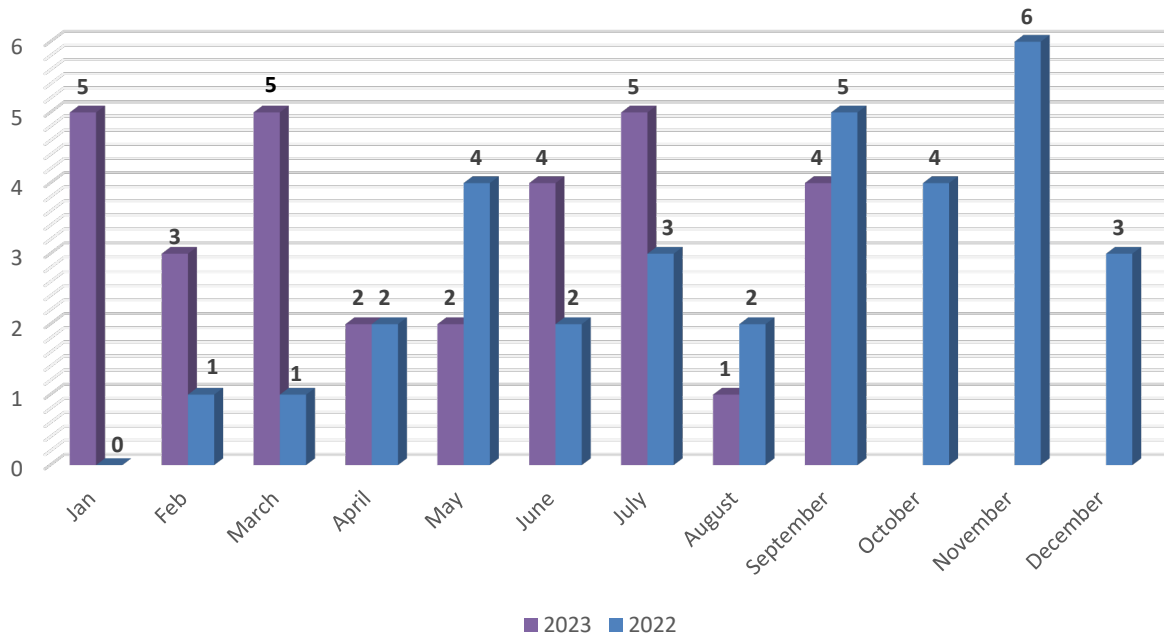
In October, the Office of the Police Ombudsman (OPO) submitted 2 complaints to Internal Affairs, 5 commendations and 5 referrals to various agencies.

Highlights include:

- OPO 23-45: A community member was frustrated with a lack of follow up regarding a burglary on their property.
- OPO 23-46: A community member was frustrated that an officer supported a business owner that was refusing service the community member due to a medical disability.
- IR 23-54: A community member was frustrated that there has been limited traffic enforcement on a major street by Manito Park and that the speeding has become excessive: SPD IA
- IR 23-55: A community member was frustrated that officers won't help them get their truck back due to it being a civil matter: SPD IA



## Complaints 2022 vs. 2023



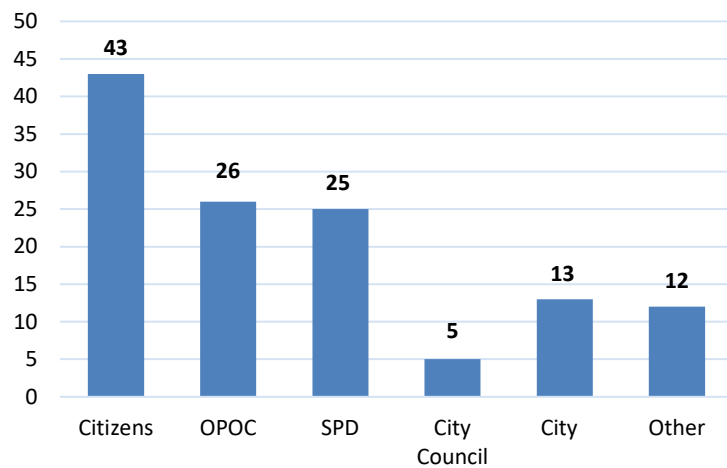
- The OPO has also submitted 15 commendations to SPD in 2023

## Contacts / Oversight:

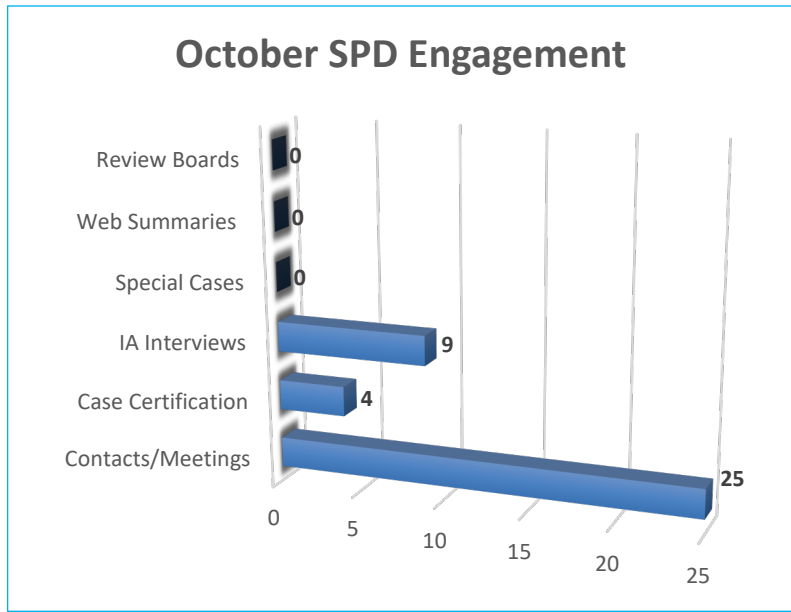
### Contacts / Oversight

- 124 total contacts
- 5 OPO interviews were conducted
- 15 IA contacts
- 25 total SPD contacts

### October Contacts



## Oversight Activities



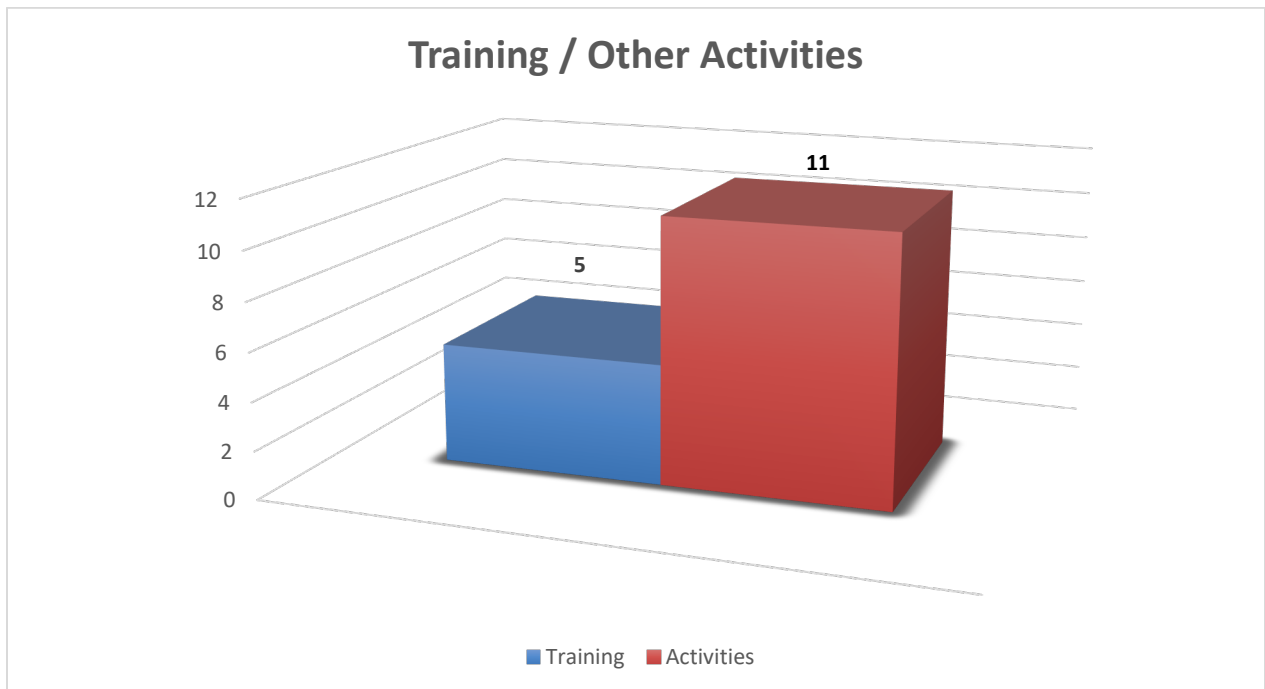
### Case Work

4 – Cases certified

### Review Boards

There were no special cases to review and no reportable review boards attended due to the review boards being cancelled in October.

## Training / Other Activities



## **Highlights:**

- Community Meetings / Events – Northeast Youth Family and Education Services Masquerade Ball and Fundraiser, Women Outreach Meeting, Celebrate Recovery, PSCHC Meeting
- Oversight / Outreach – Meeting with Chief Meidl and Assistant Chief Lundgren, NACOLE Board Meeting, 4 Peer Review meetings for NOLA
- Training – CJIS Annual Renewal Training, Ride Alongs (2), Leadership Training, IACP Conference

## **Upcoming:**

- WSCJTC Committee Meeting
- NACOLE Annual Conference
- OPO selected for presentation at NACOLE Annual Conference

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/>

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	Police
<b>Contact Name</b>	Justin Lundgren
<b>Contact Email &amp; Phone</b>	<a href="mailto:jlundgren@spokanepolice.org">jlundgren@spokanepolice.org</a> 625-4115
<b>Council Sponsor(s)</b>	Councilmember Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	JAG23 Grant Subaward
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>In September, 2023, the City of Spokane Police Department filed a joint application with Spokane County. The application was successfully approved and grant funds accepted under OPR 2023-1212. Total award - \$214,815 of which \$96,667 will be subawarded to Spokane County. Grant ID#15PBJA-23-GG-03916-JAGX CFDA#16.738. Period of performance 10/1/2022 to 09/30/2026.</p> <p>This agreement is between the City of Spokane and Spokane County to subaward their allocation of the grant funds. Charges will be billed to SPD and will be reimbursed by Dept. of Justice.</p>
<b>Proposed Council Action</b>	Approval of agreement with Spokane County
<b>Fiscal Impact</b> Total Cost: <u>\$96,667</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: Dept. of Justice grant funds  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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?	



**AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT  
AND SPOKANE COUNTY IN CONJUNCTION WITH FY23 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT**

<b>1. Grantee</b> Spokane County 1116 W. Broadway Avenue Spokane, WA 99260-2052		<b>2. Contract Amount</b>  \$96,667		<b>3. Tax ID#</b>  91-6001370	
				<b>4. UEI#</b>  PDNCLY8MYJN3	
<b>5. Grantee Representative</b> Heather Arnold Grants Administrator Spokane County 1116 W. Broadway Avenue (509) 477-7272 harnold@spokanecounty.org			<b>6. City's Representative</b> Jennifer Hammond Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org		
<b>7. Grantor ID #</b>		<b>8. Original Grant ID#</b> 15PBJA-23-GG-03916-JAGX		<b>9. Start Date</b> 10/1/2022	
				<b>10. End Date</b> 9/30/2026	
<b>11. Funding Source:</b> <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other					
<b>12. Federal Funds (as applicable)</b>		<b>CFDA #</b> 16.738		<b>Federal Agency:</b> U.S. Department of Justice	
<b>13. Contractor Selection Process: (check all that apply or qualify)</b> <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder			<b>14. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/ Individual <input type="checkbox"/> Vendor <input checked="" type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Non – Profit <input type="checkbox"/> For-Profit		
<b>15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.</b>					
<b>16. The 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 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, (3) Attachment B Budget, (4) Attachment C Statement of Assurances, (5) Attachment D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment E FFATA, (7) Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment G National Environmental Policy Act, (9) Attachment H Acknowledgement of Allowable and Unallowable Costs, (10) Attachment I Equal Employment Opportunity Plan Certification Form, and (11) Attachment J CCR Registration of Sub-Recipient DUNS Numbers .</b>					
<b>FOR THE GRANTEE:</b>			<b>FOR THE CITY:</b>		
Signature		Date		Signature	
Name		Name		Date	
Title		Title		Title	

**(FACE SHEET)**

## 1. SERVICES

- 1.1. The COUNTY shall provide those services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by reference.

## 2. COMPENSATION

- 2.1. The CITY shall reimburse the COUNTY an amount not to exceed Ninety-Six Thousand Six Hundred Sixty-Seven Dollars (\$96,667) as set forth in Attachment B, 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 COUNTY'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 copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the CITY's representative designated hereinafter. Requests for reimbursement by the COUNTY shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, the COUNTY 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. December's reimbursement request must be received no later than January 10th to be allowable under the grant. A reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is October 30, 2026.

- 2.2. Requests for reimbursement shall be submitted electronically to:

**Kevin Schmitt, Public Safety Accounting Manager**  
**Spokane Police Department**  
**1100 W. Mallon**  
**Spokane, WA 99260**  
**kschmitt@spokanecity.org**

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

## 3. TERM

- 3.1. The term of this Agreement shall commence as of the date on the Face Sheet and shall terminate on the date on the Face Sheet.

## 4. RELATIONSHIP OF THE PARTIES

- 4.1. The Parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested only in the results that can be achieved, and the

conduct and control of the activities as set forth in Section No. 1 and described in Attachment A will be solely with the COUNTY. No agent, employee, servant or otherwise of the COUNTY shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of the COUNTY are not entitled to any of the benefits that the CITY provides for CITY employees. The COUNTY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

## **5. VENUE STIPULATION**

- 5.1. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

## **6. COMPLIANCE WITH LAWS**

- 6.1. The Parties specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to the following:
- 6.1.1. Audits – 2 CFR Part 200;
  - 6.1.2. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
  - 6.1.3. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development



- Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));
- 6.1.4. Office of Management and Budget Circulars – 2 CFR Parts 200;
- 6.1.5. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5
- 6.1.6. U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- 6.1.7. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.
- 6.1.8. Washington State Laws and Regulations
  - 6.1.8.1. Affirmative action, RCW 41.06.020 (11);
  - 6.1.8.2. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
  - 6.1.8.3. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
  - 6.1.8.4. Discrimination-human rights commission, Chapter 49.60 RCW;
  - 6.1.8.5. Ethics in public service, Chapter 42.52 RCW;
  - 6.1.8.6. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
  - 6.1.8.7. Open public meetings act, Chapter 42.30 RCW;
  - 6.1.8.8. Public records act, Chapter 42.56 RCW; and
  - 6.1.8.9. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

## **7. AUDIT**

### **7.1. General Requirements**

- 7.1.1. The COUNTY shall procure audit services based on the following guidelines.
- 7.1.2. The COUNTY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- 7.1.3. The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
- 7.1.4. The CITY reserves the right to recover from the COUNTY all disallowed costs resulting from the audit.
- 7.1.5. Responses to any unresolved management findings and disallowed or questioned costs shall be included in the audit report. The COUNTY must respond to the CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **7.2. Federal Funds Requirement – 2 CFR Part 200**

- 7.2.1. The COUNTY, if expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
  - 7.2.1.1. Grantor agency name;
  - 7.2.1.2. Federal agency;
  - 7.2.1.3. Federal program income;
  - 7.2.1.4. Other identifying contract numbers;
  - 7.2.1.5. Catalog of Federal Domestic Assistance (CFDA) number (if applicable);
  - 7.2.1.6. Grantor contract number;
  - 7.2.1.7. Total award amount including amendments (total grant award); and
  - 7.2.1.8. Current year expenditures.
- 7.2.2. If the COUNTY 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 COUNTY in accordance with 2 CFR Part 200.
- 7.2.3. The COUNTY shall include the above audit requirements in any subcontracts.
- 7.2.4. In any case, the COUNTY's financial records must be available for review by the CITY and the Department of Justice.

7.3. Documentation Requirements

- 7.3.1. The COUNTY 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 Compensation.
- 7.3.2. In addition to sending a copy of the audit, when applicable, the COUNTY must include:
  - 7.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the CITY; and
  - 7.3.2.2. Copy of the Management Letter.

**8. REPORTING REQUIREMENTS**

- 8.1. The COUNTY will use the BJA Performance Metric (PMT) at <https://ojpsso.ojp.gov/> (or any other performance metric device the Department of Justice institutes during the lifetime of the grant) to submit quarterly performance metrics relevant to their grant program. Logon and password information will be provided by OJP/DOJ. The COUNTY must submit its performance metrics into the BJA system before the 29th day of the month following the end of the prior quarter ending March 31st, June 30th, September 30th and December 31st.

- 8.2. The COUNTY must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 8.3. The COUNTY 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.

**9. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

- 9.1. The COUNTY 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.

**10. NON-DISCRIMINATION**

- 10.1. The Parties hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which GRANTEE will receive payment under the provisions of this Agreement.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- 11.1. During the performance of this Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the COUNTY'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 COUNTY 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.

**12. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE**

- 12.1. In the event 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 COUNTY, the COUNTY 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.
- 12.2. The COUNTY 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.

12.3. The COUNTY is required to ensure compliance with this requirement.

### **13. NEW CIVIL RIGHTS PROVISION**

13.1. The COUNTY 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.

### **14. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

14.1. The COUNTY 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. Department of Homeland Security (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>.

### **15. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

15.1. The COUNTY 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 GRANTEE 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.

15.2. If the COUNTY is required to develop an EEOP but not required to submit the EEOP to the OCR, the COUNTY 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 COUNTY is awarded a grant of Five Hundred Thousand Dollars (\$500,000) or more and has fifty (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 EEO 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 <https://www.ojp.gov/program/civil-rights/eeop/faqs>.

## **16. NON-SUPPLANTING CERTIFICATION**

- 16.1. No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to prevent or reduce crime and violence. 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.
- 16.2. If the COUNTY currently has other active awards of federal funds, or if the COUNTY receives any other award of federal funds during the period of performance for this award, the COUNTY 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 COUNTY must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

## **17. APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE**

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

## **18. INDEMNIFICATION**

- 18.1. The CITY shall protect, defend, indemnify, and hold harmless the COUNTY, 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 CITY will not be required to indemnify, defend, or save harmless the COUNTY 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 COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 18.2. The COUNTY agrees to 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.

Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 18.3. 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.
- 18.4. These indemnifications and waiver shall survive the termination of this Agreement.
- 18.5. 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.

## 19. INSURANCE

- 19.1. The COUNTY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
  - 19.1.1. GENERAL LIABILITY INSURANCE: The COUNTY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.
  - 19.1.2. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that CITY, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane City, its' officers, agents and employees are named as an additional insured with respect to the 2023 JAG Agreement between the City and Spokane County."
  - 19.1.3. WORKERS COMPENSATION: If the COUNTY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the COUNTY's assurance that coverage is in effect.
  - 19.1.4. PROFESSIONAL LIABILITY INSURANCE: The COUNTY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 19.2. Any exclusion of the Agreement's insurance coverage requirements must be pre-approved by the Spokane County Risk Management Department. Services under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the CITY. The COUNTY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of

such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the COUNTY and returned to the Spokane City Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the CITY. The policy shall be endorsed and the certificate shall reflect that the CITY is named as an additional insured on the COUNTY's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 19.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the CITY shall be excess and not contributory insurance to that provided by the COUNTY.
- 19.4. The COUNTY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane City Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "AGREEMENT BETWEEN THE CITY OF SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY IN CONJUNCTION WITH FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT". Upon request, the COUNTY shall forward to the Risk Management Department the original policy, or endorsement obtained.
- 19.5. Failure of the COUNTY to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the CITY's discretion.
- 19.6. Providing coverage in the above amounts shall not be construed to relieve the COUNTY from liability in excess of such amounts.
- 19.7. The COUNTY shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the COUNTY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the CITY may collect from the COUNTY the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the COUNTY to the accident fund from the amount payable to the COUNTY by the CITY under this Agreement and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the COUNTY.
- 19.8. **Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.**

## **20. MAINTENANCE OF RECORDS**

- 20.1. The COUNTY 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.

- 20.2. The COUNTY shall retain such records for a period of six (6) 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.
- 20.3. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved and an additional three (3) years beyond resolution.

**21. TERMINATION FOR CAUSE / SUSPENSION**

- 21.1. In the event CITY determines that the COUNTY failed to comply with any term or condition of this Agreement, CITY may terminate the Agreement in whole or in part upon written notice to the COUNTY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.
- 21.2. In the alternative, CITY upon written notice may allow the COUNTY a specific period of time in which to correct the non-compliance. During the corrective-action time period, CITY may suspend further payment to the COUNTY in whole or in part, or may restrict the COUNTY's right to perform duties under this Agreement. Failure by the COUNTY to take timely corrective action shall allow CITY to terminate the Agreement upon written notice to the COUNTY.
- 21.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when CITY determines that the COUNTY did not fail to comply with the terms of the Agreement or when CITY determines the failure was not caused by the COUNTY's actions or negligence. If the Agreement is terminated for cause, the COUNTY shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original agreement and the replacement agreement, as well as all costs associated with entering into the replacement agreement (i.e., competitive bidding, mailing, advertising, and staff time).

**22. TERMINATION FOR CONVENIENCE**

- 22.1. Except as otherwise provided in this Agreement, CITY 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 CITY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

**23. TERMINATION PROCEDURES**

- 23.1. After receipt of a Notice of Termination, except as otherwise directed by CITY, the COUNTY shall:
  - 23.1.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;



- 23.1.2. Place no further orders for materials, services, or facilities related to the Agreement;
  - 23.1.3. Assign to CITY all of the rights, title, and interest of the COUNTY under the orders and subcontracts so terminated, in which case CITY 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 COUNTY to settle such claims must have the prior written approval of City; and
  - 23.1.3. Preserve and transfer any materials, Agreement deliverables and/or CITY property in the COUNTY's possession as directed by CITY.
- 23.2. Upon termination of the Agreement, CITY shall pay the COUNTY for any service provided by the COUNTY under the Agreement prior to the date of termination. CITY may withhold any amount due as CITY reasonably determines is necessary to protect CITY against potential loss or liability resulting from the termination. CITY shall pay any withheld amount to the COUNTY if CITY later determines that loss or liability will not occur.
- 23.3. The rights and remedies of CITY 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 COUNTY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, CITY reserves the right to recapture funds in an amount to compensate CITY for the noncompliance in addition to any other remedies available at law or in equity.
- 23.4. Repayment by the COUNTY of funds under this recapture provision shall occur within the time period specified by CITY. In the alternative, CITY may recapture such funds from payments due under this Agreement.

## **24. DISPUTE RESOLUTION**

- 24.1. Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and CITY representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.
- 24.2. The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.
- 24.3. The costs of the arbitration panel shall be equally split between the Parties.

## **25. CITY REPRESENTATIVE**

- 25.1. The CITY hereby appoints, and the COUNTY hereby accepts the CITY's representative, or her designee as identified on the Face Sheet as the CITY's liaison for the purpose of administering this Agreement. The COUNTY hereby appoints, and CITY hereby accepts

the COUNTY's representative or his/her designee as identified on the Face Sheet as the COUNTY's liaison for the purpose of administering this Agreement.

**26. WAIVER**

- 26.1. 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 the COUNTY 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.

**27. MODIFICATION**

- 27.1. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

**28. NO THIRD-PARTY BENEFICIARIES**

- 28.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

**29. NOTICES**

- 29.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or 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.

**30. SURVIVAL**

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

**31. SEVERABILITY**

- 31.1. It is understood and agreed between the Parties that if any parts, terms, or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions

or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modify to conform to such statutory provision.

## **32. EXECUTION AND APPROVAL**

- 32.1. The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

## **33. ACCESS TO DATA**

33. In compliance with RCW 39.26.180, the GRANTEE 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 all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

## **34. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

- 34.1. The COUNTY shall submit to the CITY, for re-submission to the Bureau of Justice Assistance, 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 COUNTY's or government's expense, shall contain the following statements:
- 34.1.1. "This project was supported by Grant No. **15PBJA-23-GG-03916-JAGX** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. 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."

## **35. ALL WRITINGS CONTAINED HEREIN**

- 35.1. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The COUNTY 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 COUNTY to execute the same.

**36. ANTI-KICKBACK**

- 36.1. No officer or employee of the COUNTY, 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.

**37. ASSIGNMENT**

- 37.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the COUNTY without prior written consent of CITY.

**38. ATTORNEYS' FEES**

- 38.1. Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce the terms of the Agreement, each party agrees to bear its own attorneys' fees and costs.

**39. AUTHORITY TO OBLIGATE AWARD FUNDS CONTINGENT ON NONINTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT (8 U.S.C. 1373 AND 1644); UNALLOWABLE COSTS; NOTIFICATION**

- 39.1. If the COUNTY is a "State," a local government, or a "public" institution of higher education:
- 39.1.1. The COUNTY may not obligate Agreement funds if, at the time of the obligation, the "program or activity" of the COUNTY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with Agreement funds is subject to any "information-communication restriction".
  - 39.1.2. In addition, with respect to any project costs it incurs "at risk," the COUNTY may not obligate award funds to reimburse itself if, at the time it incurs such costs, the program or activity of the COUNTY (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
  - 39.1.3. Any drawdown of award funds by the COUNTY shall be considered, for all purposes, to be a material representation by the COUNTY to OJP that, as of the date the COUNTY requests the drawdown, the COUNTY and each subcontractor (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
  - 39.1.4. The COUNTY must promptly notify the CITY (in writing) if the COUNTY,

from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the COUNTY, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subcontract (at any tier) to a subcontractor that is a State, a local government, or a public institution of higher education must require prompt notification to the CITY, should the subcontractor have such credible evidence regarding an information-communication restriction.

39.2. Any Agreement, at any tier, to a subcontractor that is a State, a local government, or a public institution of higher education must provide that the subcontractor may not obligate award funds if, at the time of the obligation, the program or activity of the subcontractor (or of any further such subcontractor at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

39.3. Absent an express written determination by the CITY or DOJ to the contrary, based upon a finding by the CITY or DOJ of compelling circumstances (e.g., a small amount of Agreement funds obligated by the COUNTY at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the COUNTY despite diligent monitoring), any obligations of Agreement funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, the CITY or DOJ will give great weight to evidence submitted by the COUNTY that demonstrates diligent monitoring of subcontractors compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" Agreement condition.

39.4. Rules of Construction

39.4.1. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition; and

39.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

#### **40. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

40.1. The COUNTY, 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:

40.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

40.1.2. Have not within a three (3) year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of

fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 40.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- 40.1.4. Have not within a three (3) year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 40.2. Where the COUNTY is unable to certify to any of the statements in this Agreement, the COUNTY shall attach an explanation to this Agreement.
- 40.3. The COUNTY 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.
- 40.4. The COUNTY 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

- 40.4.1. The lower tier grantee certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 40.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.
- 40.5. 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.

#### 41. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 41.1. "Confidential Information" as used in this section includes:
  - 41.1.1. All material provided to the COUNTY by CITY that is designated as "confidential" by CITY;

- 41.1.2. All material produced by the COUNTY that is designated as "confidential" by CITY; and
- 41.1.3. All personal information in the possession of the COUNTY 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).
- 41.2. The COUNTY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The COUNTY and any subgrantee at any tier, must comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22, that are applicable to collection, use, and revelation of data or information. The GRANTEE agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. 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 CITY or as may be required by law. The COUNTY 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 COUNTY shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Grant whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The COUNTY shall make the changes within the time period specified by CITY. Upon request, the COUNTY shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the COUNTY against unauthorized disclosure.
- 41.3. Unauthorized Use or Disclosure. The COUNTY shall notify 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.

## **42. CONFLICT OF INTEREST**

- 42.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY may, in its sole discretion, by written notice to the COUNTY terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the COUNTY in the procurement of, or performance under this AGREEMENT.
- 42.2. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The COUNTY and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or

position held, and separation date. If it is determined by the CITY that a conflict of interest exists, the COUNTY may be disqualified from further consideration for the award of a contract.

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

### **43. COPYRIGHT PROVISIONS**

- 43.1. Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by CITY. 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 GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to CITY effective from the moment of creation of such Materials.
- 43.2. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.
- 43.3. For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the COUNTY hereby grants to 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 COUNTY warrants and represents that the COUNTY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to CITY.
- 43.4. The COUNTY shall exert all reasonable effort to advise CITY, 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 COUNTY shall provide CITY with prompt written notice of each notice or claim of infringement received by the COUNTY with respect to any Materials delivered under this Grant. CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the COUNTY.
- 43.5. The COUNTY understands and agrees that any training or training materials developed or delivered with funding provided through this Agreement must adhere to the OJP Training Principles for Grantees and Subgrantees. The principles are available at <https://www.ojp.gov/training-and-technical-assistance>.



#### **44. COUNTERPARTS**

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

#### **45. EXPENDITURES PROHIBITED WITHOUT WAIVER**

- 45.1. No funds under this Agreement may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

#### **46. HEADINGS**

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

#### **47. LICENSING, ACCREDITATION, AND REGISTRATION**

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

#### **48. LIMITATION OF AUTHORITY**

- 48.1. 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.

#### **49. LOSS OF FUNDING**

- 49.1. 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 under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**50. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: 8 U.S.C. 1373 AND 1644; ONGOING COMPLIANCE**

- 50.1. With respect to the "program or activity" funded in whole or part under this Agreement, including any such program or activity of any subcontractor at any tier, throughout the period of performance, no State or local government entity, agency, or official may prohibit or in any way restrict: (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
- 50.2. Monitoring. The COUNTY's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.
- 50.3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the COUNTY, or any subcontractor at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
- 50.4. Rules of Construction
  - 50.4.1. For purposes of this condition:
    - 50.4.1.1. State and local government include any agency or other entity thereof, but not any institution of higher education or any Indian tribe;
    - 50.4.1.2. A public institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.");
    - 50.4.1.3. Program or activity means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a);  
  
Immigration status means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa; and
    - 50.4.1.4. Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the DHS.
  - 50.4.2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution

of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

- 50.4.3. IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**51. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: INTERROGATION OF CERTAIN ALIENS**

51.1. SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the COUNTY accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

51.1.1. Noninterference with statutory law enforcement access to correctional facilities. Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" within the funded program or activity, no State or local government entity, agency, or official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

51.1.2. Monitoring. The COUNTY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.

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

51.1.4. Rules of construction

51.1.4.1. For purposes of this condition:

51.1.4.2. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3));

51.1.4.3. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7));

51.1.4.4. The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that: (1) is designed to prevent or to significantly delay or complicate; or (2) has the effect of preventing or of significantly delaying or complicating.

- 51.1.5. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

**52. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NO PUBLIC DISCLOSURE OF CERTAIN LAW ENFORCEMENT SENSITIVE INFORMATION**

- 52.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the COUNTY accepts this Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontracts (at any tier).
  - 52.1.1. Noninterference: No public disclosure of federal law enforcement information, in order to conceal, harbor, or shield. Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
  - 52.1.2. Monitoring. The COUNTY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
  - 52.1.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, Agreement funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
  - 52.1.4. Rules of construction:
    - 52.1.4.1. For purposes of this condition:
      - 52.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3));
      - 52.1.4.1.2. The term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation: (1) through any database; (2) in connection with any law enforcement partnership or task-force; (3) in connection with any request for law enforcement assistance or cooperation; or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

- 52.1.4.1.3. The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
- 52.1.4.1.4. The term "public disclosure" means any communication or release other than one: (a) within the COUNTY; or (b) to any subcontractor (at any tier) that is a government entity.
- 52.1.4.2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

**53. NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NOTICE OF SCHEDULED RELEASE**

- 53.1. SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this Agreement, as of the date the COUNTY accepts the Agreement, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontract at any tier.
  - 53.1.1. Noninterference with "removal" process: Notice of scheduled release date and time. Consonant with federal law enforcement statutes including: 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a ninety (90) day removal period during which the federal government shall detain and then "shall" remove an alien from the U.S. begins no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, agency, or official (including a government-contracted correctional facility) may interfere with the removal process by failing to provide, as early as practicable (see para. 4.C. below), advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
  - 53.1.2. Monitoring: The COUNTY's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
  - 53.1.3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

53.1.4. Rules of construction:

53.1.4.1. For purposes of this condition:

53.1.4.1.1. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

53.1.4.1.2. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

53.1.4.2. Nothing in this condition shall be understood to authorize or require any COUNTY, any subcontractor at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

53.1.4.3. Applicability:

53.1.4.3.1. Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

53.1.4.3.2. Current DHS practice is to use the same form for a second, distinct purpose, to request that an individual be detained for up to forty-eight (48) hours after the scheduled release. This condition does not encompass such DHS requests for detention.

53.1.4.4. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award conditions are incorporated by reference as though set forth here in full.

**54. ORDER OF PRECEDENCE:**

54.1. In the event of an inconsistency between the provisions in Agreement, the inconsistency shall be resolved by giving precedence in the following order:

54.1.1. Applicable federal and State of Washington statutes and regulations;

54.1.2. Face Sheet;

54.1.3. Attachment A-Scope of Work; and

54.1.4. Attachment B-Budget.

**55. POLITICAL ACTIVITIES**

- 55.1. Political activity of GRANTEE 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.
- 55.2. 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.

**56. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

- 56.1. 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.

**57. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

- 57.1. A COUNTY which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Agreement.
- 57.2. The COUNTY's procurement system should include at least the following:
  - 57.2.1. 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.
  - 57.2.2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
  - 57.2.3. Minimum procedural requirements, as follows:
    - 57.2.3.1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items;
    - 57.2.3.2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items;
    - 57.2.3.3. Positive efforts shall be made to use small and minority-owned businesses;
    - 57.2.3.4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the COUNTY, but must be appropriate for the particular procurement and for promoting the best interest of the program involved;
    - 57.2.3.5. 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;
    - 57.2.3.6. Some form of price or cost analysis should be performed in connection with every procurement action;

57.2.3.7. Procurement records and files for purchases shall include all of the following:

- 57.2.3.7.1. GRANTEE's selection or rejection;
- 57.2.3.7.2. The basis for the cost or price; and
- 57.2.3.7.3. Justification for lack of competitive bids if offers are not obtained.
- 57.2.3.7.4. A system for Grant administrator to ensure COUNTY conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.
- 57.2.3.7.5. The COUNTY and subgrantees must receive prior approval from the CITY for using funds from this Agreement to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Agreement is expected to exceed \$5,000.

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

## **58. PUBLICITY**

58.1. The COUNTY 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.

## **59. RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE**

59.1. On September 1, 2018, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

59.2. Effective September 1, 2018, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in material incorporated by reference through conditions, and references set out in other requirements.

## **60. REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS**

60.1. Failure to comply with any one or more of these Agreement requirements – whether a condition set out in full below, a condition incorporated by reference below, or a



certification or assurance related to conduct during the award period – may result in the CITY or OJP taking appropriate action with respect to the COUNTY and the agreement. Among other things, the CITY may withhold funds, disallow costs, or suspend or terminate this Agreement. The CITY may also take other legal action as appropriate.

- 60.2. Any materially false, fictitious, or fraudulent statement to the federal government related to this Agreement (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).

## **61. REQUIREMENTS OF THE AWARD**

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

## **62. REQUIREMENT TO COLLECT CERTAIN INFORMATION FROM SUBCONTRACTORS**

- 62.1. The COUNTY may not make a subcontract to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subcontractor responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subcontractor responses must be collected and maintained by the COUNTY, consistent with regular document retention requirements, and must be made available to the CITY or DOJ upon request. Responses to these questions are not required from subcontractors that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

## **63. REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ**

- 63.1. If the COUNTY 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 COUNTY must disclose that fact and certain related information to the CITY and DOJ by email at [kschmitt@spokanecity.org](mailto:kschmitt@spokanecity.org) and [jeffrey.felten-green@usdoj.gov](mailto:jeffrey.felten-green@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the COUNTY's past performance, or other programmatic or financial concerns with the COUNTY. The COUNTY'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.

**64. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)**

64.1. The COUNTY, and any subcontractor at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient): 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of Personally Identifiable Information (PII) (2 CFR 200.79) within the scope of an OJP grant-funded program or activity; or 2) uses or operates a Federal information system (OMB Circular A-130). The COUNTY's breach procedures must include a requirement to report actual or imminent breach of PII to the CITY's Program Manager no later than twenty-four (24) hours after an occurrence of an actual breach, or the detection of an imminent breach.

**65. RIGHT OF INSPECTION**

65.1. The COUNTY 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.

**66. SITE SECURITY**

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

**67. SPECIAL PROVISIONS**

67.1. Applicable and attached and incorporated by reference to this Agreement is the following: Attachment C Statement of Assurances; Attachment D Certification Regarding Debarment, Suspension, Ineligibility; Attachment E FFATA; Attachment F Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment G National Environmental Policy Act; Attachment H Acknowledgment of Allowable and Unallowable Costs; Attachment I Equal Employment Opportunity Plan Certification Form; Attachment J CCR Registration of Sub-Recipient DUNS Numbers, and Washington State Department of Commerce Justice Assistance Grant Subrecipient Compliance Verification.

**68. SUBCONTRACTORS**

68.1. The COUNTY shall seek and whenever appropriate will receive approval from the CITY for all subcontracts under this Agreement. All subcontractors employed or used by the COUNTY to provide the services under the terms of this Agreement agree to comply with this Agreement. The COUNTY shall notify the CITY'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.

**69. SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECK SYSTEM**

- 69.1. Consonant with federal statutes that pertain to firearms and background checks, including 18 U.S.C. 922 and 34 U.S.C. ch. 409, if the GRANTEE, or any subrecipient at any tier, uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the COUNTY (or subcontractor, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".
- 69.2. In the event of minor and transitory non-compliance, the COUNTY may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

**70. TAXES**

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

**ATTACHMENT A**  
**SCOPE OF WORK**

The Agreement is to clearly identify the roles and responsibilities of the COUNTY as they relate to the FY23 Edward Byrne Memorial Justice Assistance (JAG) Grant.

The term of this Agreement is the period within which the project responsibilities of this Agreement shall be performed. The term commences October 1, 2022 and terminates September 30, 2026. The principal purpose of this grant is to provide funding that supports local law enforcement to prevent and reduce crime and violence. Funding from this grant shall be used to purchase equipment to be used for law enforcement purposes. The COUNTY further agrees to, but not limited to, the following conditions:

1. Support local law enforcement efforts to prevent and reduce crime and violence by purchasing the equipment approved in the application.
2. Work together with the City of Spokane to prevent and reduce crime and violence in the City of Spokane and Spokane County.
3. Subject to all administrative and financial requirements under Award Number 15PBJA-23-GG-03916-JAGX forth in the current edition of the Office of Justice Program (OJP) Guide.
4. Submit timely programmatic and performance reports due quarterly and submitted through the BJA Performance Tools website. The reports are considered to be timely filed if submitted no later than the 29<sup>th</sup> of the month following the end of each quarter. In addition to the quarterly reports, semi-annual reports must be timely filed within the JustGrants System website. These reports are considered to be timely filed if submitted no later than the 29<sup>th</sup> of the month following the end of the semi-annual period.
5. Submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
6. Must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
7. Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an “OJP financial management and grant administration training” by 120 days after the date of the GRANTEE’s acceptance of the award.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an “OJP financial management and grant administration training” by 120 calendar days after – (1) the date of OJP’s approval of the “Change Grantee Contact” GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in JustGrants (in the case of a new FPOC). Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider “OJP financial management and grant administration training” for purpose of this condition is available at <http://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

OJP will immediately withhold (“freeze”) award funds if the GRANTEE fails to comply with this condition. Failure to comply also may lead OJP to impose additional appropriate conditions on this award.

**ATTACHMENT B**  
**BUDGET**

<b>Funding Category</b>	<b>Computation</b>	<b>Amount</b>
<b>SPOKANE COUNTY PROSECUTOR’S OFFICE</b>		
• Salaries & Benefits-Legal Secretary		
• 53% of yearly costs		\$48,333
<b>SPOKANE COUNTY SHERIFF’S OFFICE</b>		
• CCTV Security System		\$16,399.00
• Four(4) Mounted Radar Systems		\$7,768.00
<b>SPOKANE VALLEY POLICE DEPARTMENT</b>		
• Security System Upgrades		\$24,167
<b>Total Budget</b>		<b>\$99,667</b>

Approved expenditures for the program as set forth in Attachment A (Scope of Work) must be itemized. Transfer of funds between Project categories must be approved by the COUNTY’S representative listed on the face sheet to this Agreement. Any amendments to the budget must be made in writing and approved by the COUNTY’S representative listed on the face sheet to this Agreement.

**The COUNTY shall obligate all grant funds prior to June 30, 2026.** 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.

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

The COUNTY and any subcontractor 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 appear in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



## ATTACHMENT C

### STATEMENT OF ASSURANCES

The COUNTY:

1. The COUNTY and any subcontractor at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers a “subaward” (and therefore does not consider a procurement “contract”). The details of the requirement for authorization of any subaward are posted on the OJP web site at (Award condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.
2. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The COUNTY has sufficient monetary resources to implement and maintain program operations in accordance with this application.
3. Agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as “high-risk” for purposes of the DOJ high-risk grantee list.
4. 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.
5. The COUNTY and any subcontract 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 COUNTY 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 AGREEMENT, the COUNTY is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
6. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance. Agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
7. The COUNTY and any subcontractor 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) mail direct to: Office of the Inspector General, U.S. Department of Justice,



Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or 2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. 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”) apply to this 2021 award from the Office of Justice Programs (OJP) and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if recipient does not satisfactorily and promptly address outstanding audit 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.
9. The COUNTY and any subcontractor at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2021, are set out at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021?msclkid=e4131fc2b06711ec86b7df563f71f296> and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the COUNTY or subrecipient would or might fall within the scope of an appropriations-law restriction, the COUNTY is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
10. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
11. 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.
12. 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.
13. Must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the JustGrants System to document changes.
14. Agrees to comply with DOJ’s Global Justice Information Sharing Initiative guidelines. The COUNTY and any subgrantee at any tier, must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The COUNTY and any subgrantee at any tier must

document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15. Agrees that within one hundred twenty (120) days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four (4) years if multiple OJP awards include this requirement. The required training is available free of charge online through BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the COUNTY must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
16. Agrees to comply with OJP grant monitoring of this award pursuant to OJP's guidelines, protocols, procedures and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including those related to desk reviews and/or site visits. The COUNTY agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the COUNTY's Agreement. Further the COUNTY agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in sanctions affecting the COUNTY's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the COUNTY's access to grant funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
17. Agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
18. 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.
19. Will comply with Title II of the Americans with Disabilities Act of 1990.
20. 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.
21. 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.
22. 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 COUNTY further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

23. 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 COUNTY 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.
24. The Grantee and any subgrantee at any tier, must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
25. Agrees to 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 the COUNTY or individuals defined as employees of the COUNTY. Details of COUNTY’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
26. Understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
27. Understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP’s request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

28. Understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [http://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](http://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)
29. Understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
30. Understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.prf>.
31. Understands and agrees that, notwithstanding 2 CFR 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described as follows: a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certification to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List; b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award; c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale. GRANTEE further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
32. If award funds are being drawn down in advance, the COUNTY (or subgrantee, with respect to a subaward) is required to establish a trust fund account. The COUNTY (and subgrantee's) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The COUNTY also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of performance for the award and expend within ninety (90) days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

**Authorized Signature for the County:**

\_\_\_\_\_  
VALID THROUGH

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF SIGNATURE

\_\_\_\_\_  
TITLE

**ATTACHMENT D**

**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION  
CERTIFICATION FORM**

NAME [REDACTED]		Doing business as (DBA) [REDACTED]	
ADDRESS [REDACTED]	Applicable Procurement or Solicitation #, if any: [REDACTED]	WA Uniform Business Identifier (UBI) [REDACTED]	Federal Employer Tax Identification #: [REDACTED]
<b>This certification is submitted as part of a request to contract.</b>			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the

certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

**The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF SIGNATURE

\_\_\_\_\_  
TITLE

## ATTACHMENT E

### FFATA FORM

Subrecipient Agency: <input style="width: 50px;" type="text"/>		Date Completed: <input style="width: 50px;" type="text"/>	
Grant and Year: <input style="width: 50px;" type="text"/>		Agreement Number: <input style="width: 50px;" type="text"/>	
Completed by: _____			
<i>Name</i>	<i>Title</i>	<i>Telephone</i>	
<b>STEP 1</b>			
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>
GO to Step 2			
<b>STEP 2</b>			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>
STOP, no further analysis needed, GO to Step 6			
<b>STEP 3</b>			
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>
STOP, no further analysis needed, GO to Step 6			
<b>STEP 4</b>			
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>
GO to STEP 5			
<b>STEP 5</b>			
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: \$ _____		
<b>STEP 6</b>			
If your organization does not meet these criteria, specifically identify below <b>each</b> 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 F

### **RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS**

**October 1, 2022 through September 30, 2026**

No Grantee or subcontractor under this Agreement, 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 Agreement, 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 Agreement, the COUNTY:

- 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
- 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 COUNTY does or is authorized to make subcontracts or contracts under this Agreement:

It represents that:

- It has determined that no other entity that the GRANTEE'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
- It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- 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 G**

**NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

The following information is required from each federal grant recipient. The COUNTY understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or Environmental Impact Statement, as directed by BJA. The COUNTY further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to the COUNTY’s Existing Program or Activities: For any Grantee or its subcontractors existing programs or activities that will be funded by this Agreement, the COUNTY, upon specific request from the COUNTY or BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

The COUNTY 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 COUNTY agrees to contact the CITY’s representative who will contact the BJA for approval.

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

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

Response is made related to the following Justice Assistance Grant funded program/project:

Project: \_\_\_\_\_

Certificate Valid Through (max of 2 years) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Representing: \_\_\_\_\_

**ATTACHMENT H**

**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 and B of the Agreement, 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:

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

The undersigned agrees to the above requirements.

Certificate Valid Through (max of 2 years) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

**ATTACHMENT I**  
**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEO) 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: _____	
Address: _____	
Is agency a: <input type="checkbox"/> Direct or <input 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 EEO 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 EEO 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*

_____	_____	_____
<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>

**Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO 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 EEO 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 EEO 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 EEO 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 EEO is on file at the following office:

\_\_\_\_\_  
*[organization],*

\_\_\_\_\_  
*[address].*

_____	_____	_____
<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>

**Section C—Declaration Stating that an EEO 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 EEO 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 EEO 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.*

_____	_____	_____
<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>

## **ATTACHMENT J**

### **CCR REGISTRATION OF SUB-RECIPIENT UEI NUMBERS**

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

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

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

This condition does not apply to an award to an individual who received the award as a natural person (i.e. unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Failure to maintain a valid UEI and SAM 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.

## Spokane County Office of Financial Assistance Compliance Checklist

<b>A. FEDERALLY-MANDATED ACTIVITIES: EQUAL OPPORTUNITY PROGRAM</b>					
		Yes	No	N/A	Comments
1.	<b>EEOP total exemption criteria:</b>				
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b.	Recipient agency is an educational institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c.	Recipient agency is an Indian Tribe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d.	Recipient agency is a medical institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e.	Recipient agency is a non-profit organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
f.	Recipient agency's award is less than \$25,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Totally Exempt?</b> Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Not Totally Exempt:</b>				
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Was the EEOP submitted to DOJ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Approval and Expiration dates				Effective Date: <input type="text"/> Expiration Date: <input type="text"/>
6.	EEOP is available for review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to DOJ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	EEOP has been formulated and signed into effect within the past two (2) years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Generic Civil Rights Compliance (Non-EEOP):</b>				
9.	How does the agency notify <b>program participants</b> and <b>beneficiaries</b> that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?				<input type="checkbox"/> Job Announcements <input type="checkbox"/> Web Site <input type="checkbox"/> Posters <input type="checkbox"/> Other (specify):
10.	How does the agency notify <b>employees</b> that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)				<input type="checkbox"/> Job Announcement <input type="checkbox"/> Orientation Training <input type="checkbox"/> Web Site <input type="checkbox"/> Refresher Training <input type="checkbox"/> Posters <input type="checkbox"/> Employee Handbook <input type="checkbox"/> Other (specify):



## Spokane County Office of Financial Assistance Compliance Checklist

		Yes	No	N/A	Comments
11.	Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights? Explain	<input type="checkbox"/>	<input type="checkbox"/>		
12.	<b>Grievance Procedures – Notification – Training - Point of Contact</b>				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Policy & Procedures <input type="checkbox"/> Web Site or Intranet <input type="checkbox"/> Employee Handbook <input type="checkbox"/> Collective Bargaining Agreement <input type="checkbox"/> Other (specify):
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G (Who).	<input type="checkbox"/>	<input type="checkbox"/>		Designee's Title: _____
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability (How).	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Job Announcement <input type="checkbox"/> Orientation Training <input type="checkbox"/> Web Site <input type="checkbox"/> Refresher Training <input type="checkbox"/> Posters <input type="checkbox"/> Employee Handbook <input type="checkbox"/> Other (specify): _____
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Orientation Training <input type="checkbox"/> Supervisor's Training <input type="checkbox"/> Refresher Training (type): <input type="checkbox"/> Other (specify): _____
<b>Limited English Proficiency</b>					Jurisdiction in general      Law Enforcement
13.	Steps has the agency taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Assessed LEP population & critical services
					<input type="checkbox"/> Hiring LEP language proficient speakers
					<input type="checkbox"/> Training personnel in LEP languages
					<input type="checkbox"/> Coordinating for LEP speakers in advance
					<input type="checkbox"/> LEP speakers called upon contact
					<input type="checkbox"/> Language Line used
					<input type="checkbox"/> Corresponding common phrase (crib) sheets
14.	Limited English Proficiency (LEP) – Written policy on providing language access to services ( <i>Not a requirement, a question</i> )	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Jurisdiction in general <input type="checkbox"/> Law Enforcement
		Yes	No	N/A	Comments

## Spokane County Office of Financial Assistance Compliance Checklist

<b>15.</b>	<b>Education Program or Activity</b> operated by the agency, has the agency taken the following actions:			
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54? (Who)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>16.</b>	<b>Religious Activities</b> , if conducted as part of its program or services:			
a.	Provide services to everyone regardless of religion or religious belief	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Ensure that participation in religious activities is voluntary for beneficiaries of federally funded programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>17.</b>	<b>Finding/Rulings</b>			
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), within the last two years? – Explain if Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Was DOJ (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Corrective action, as negotiated or directed, been implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. DRUG-FREE WORKPLACE</b>		Yes	No	N/A
19.	Does the agency have a Drug-Free Workplace policy in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Who administers the Drug-Free Workplace Program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
		Comments		

## Spokane County Office of Financial Assistance Compliance Checklist

21.	Do the provisions include: • Counseling      • Rehabilitation      • Employee Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Do violations result in: • Termination      • Penalties      • Rehabilitation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Was DOJ (or Task Force lead agency) notified promptly (within 5 days, BJA within 10 days of the conviction)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Was appropriate personnel action taken within 30 days?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>C. CONFLICT OF INTEREST</i></b>					
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant within the last two years? (Limit response to project's personnel, supervisors and policy chain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Was DOJ (or Task Force lead agency) notified promptly (within 30 days; if actively investigated, after conclusion of the investigation)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Describe the allegation or finding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certification: The undersigned certifies that the above is a true representation of the Civil Rights and other issues covered by this checklist for  (responding City, County, or Tribal jurisdiction):

\_\_\_\_\_  
Signature (of Human Resources/Personnel Respondent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (of grant activity coordinator (items 13, 14, 17 & 23-27)      Date

\_\_\_\_\_  
Printed Name & Title of Respondent

\_\_\_\_\_  
Printed Name & Title of Respondent

NOTE: Project coordinator/liaison for the grant supported activity (right signature block) should respond to questions with color accented line numbers (13, 14, 17, and 23-27) as in some jurisdictions these events are not consistently reported to Human Resources/Personnel.

## Committee Agenda Sheet

### \*Select Committee Name\*

<b>Submitting Department</b>	Public Defender
<b>Contact Name</b>	Nick Antush
<b>Contact Email &amp; Phone</b>	<a href="mailto:nantush@spokanecity.org/">nantush@spokanecity.org/</a> (509) 835-5976
<b>Council Sponsor(s)</b>	CM Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	MOU with County Public Defender
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>For many years, the City Public Defender’s Office and the Spokane County Public Defender’s Office have had a Memorandum of Understanding on a conflict trading agreement, for cases in either office that have a legal conflict of interest. In this way both the City and County save tens of thousands of dollars (if not more) by not being required to use private counsel to handle these conflicts. The MOU also includes the trading by the County to the City of felony cases for the County taking additional misdemeanor cases. The County also agrees to pay the City a fee for the felony cases, which goes to the General Fund. The amount goes up to \$72,000.</p> <p>Due to changes in procedure and oversight in the County, the MOU was not officially renewed until now. However, both City and County Public Defender Offices worked under the terms of the long standing agreement. This current MOU covers 2023 and 2024.</p>
<b>Proposed Council Action</b>	
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> 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: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Representation of Indigent Citizens.	
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**  
**MEMORANDUM OF UNDERSTANDING**  
**2023-2024 CONFLICT AGREEMENT**  
**BETWEEN**  
**CITY OF SPOKANE**  
**OFFICE OF THE PUBLIC DEFENDER AND**  
**SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Nicholas Antush, Public Defender, and the County, by Colin Charbonneau, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year,

Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Nicholas Antush, the City Public Defender, and on a County case by Colin Charbonneau, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Nicholas Antush and Colin Charbonneau may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Colin Charbonneau or Nicholas Antush for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extraordinary number of hours to complete.
- H. The County Public Defender may send up to six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's office according to the following schedule:

From January 1, 2023 thru December 31, 2024 the following shall apply:

Class C felonies to be paid at a total of \$1,200 per case;

Class B felonies to be paid at a total of \$1,400 per case; and

Class A felonies to be paid above \$1400 on a case by cases basis upon agreement of the parties.

With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for the support person's use.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Nicholas Antush and Colin Charbonneau will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Colin Charbonneau and Nicholas Antush will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2023 through December 31, 2024, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Nicholas Antush will represent or supervise the representation of clients assigned to the City on felony cases. Colin Charbonneau will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Nicholas Antush or Colin Charbonneau for their respective office is responsible to notify the other of the conflict and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.



11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc., or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nadine Woodward  
Mayor, City of Spokane

Dated: \_\_\_\_\_

\_\_\_\_\_  
Colin Charbonneau, County Public Defender  
Spokane County Public Defender's Office

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	Police
<b>Contact Name</b>	Maj. Eric Olsen
<b>Contact Email &amp; Phone</b>	eolsen@spokanepolice.org
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Current results of enforcement using traffic calming funds
<b>Summary (Background)</b>	The Spokane Police Department received Traffic Calming funds from Council in order to get officers involved in traffic enforcement on an overtime basis. These are the results of that project through November of this year.
<b>Proposed Council Action</b>	
<b>Fiscal Impact</b>	
Total Cost: \$30,593 to date	
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
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<u>When and where traffic calming funds were used for enforcement:</u>	
<b>June</b>	
8	10a-4:30p    NE    1 officer
12	10a-4p    NE    1 officer
29	8:30a-12:30p    NE    1 officer
July:	
24	6a-6p    NW    2 officers until 12p, then 1 officer until 4p
25	6a-6p    NW    1 officer
26	12p-4p    S    1 officer
	4-6p    NW    2 officers
<b>August</b>	
1	6a-5p    NW    2 officers until 1p, 1 after that
2	6a-1p    NW    3 officers
7	10:30a-2:30p    NW    1 officer
8	7a-2p    NW    2 officers
14	6:30a-5:10p    S    1 officer
23	10:30a-6:30p    S & NW    1 officer
24	9a-1:30p    S    1 officer
26	2p-4p    S    1 officer
28	6a-5:30p    S & NW    3 officers until 10a, 2 officers until 12:30p, 1 until 5:30p
29	6:30a-12:30p    S    1 officer
31	6a-12:10p    NE    2 officers
<b>September</b>	
1	7a-11a    S    1 officer

	9a-11a	NE	1 officer
5	10a-3p	N	1 officer
	9a-2p	NW	1 officer
7	6a-4p	NW	1 officer
8	6a-4:40p	NW	2 officers
12	8:30a-12:30p	NW	1 officer
14	8:30a-3:30p	N	1 officer
	4:40-5:30	S	1 officer
18	6a-4p	NW	2 officers
21	8:30a-11a	NW	1 officer
	10:30a-3:30p	NE	1 officer
22	10:40p-2a	N	2 officers
28	6a-4p	NW	1 officer
<b>October</b>			
4	6a-4p	NW	1 officer
5	6a-4:30p	NW	1 officer
10	10a-3p	S & NE	1 officer
11	6a-4p	S	1 officer
	8a-3:30p	NW	1 officer
12	6a-4p	S	1 officer
16	6a-4p	NW	1 officer
18	6a-4p	S & NE	1 officer
	1:30p-4p	NW	1 officer
20	10:30a-4p	NW	1 officer

**Outcome of those traffic stops:**

Outcome	Race	Count	Percentage
Hazardous Traffic Citation	American Indian-Alaskan Native	2	0.40%
Hazardous Traffic Citation	Indian/Pakistani	3	0.61%
Hazardous Traffic Citation	Hawaiian, Pacific Islander	6	1.21%
Hazardous Traffic Citation	Asian	7	1.42%
Hazardous Traffic Citation	Middle Eastern	7	1.42%
Hazardous Traffic Citation	Black	28	5.67%
Hazardous Traffic Citation	White	441	89.27%
<b>Total: Hazardous Traffic Citation</b>		<b>494</b>	<b>100.00%</b>
Verbal Warning	Middle Eastern	1	1.05%
Verbal Warning	Asian	2	2.11%
Verbal Warning	Indian/Pakistani	2	2.11%
Verbal Warning	Black	5	5.26%
Verbal Warning	White	85	89.47%

<b>Total: Verbal Warning</b>		<b>95</b>	<b>100.00%</b>
New Charge Arrest Made	Hawaiian, Pacific Islander	1	9.09%
New Charge Arrest Made	White	10	90.91%
<b>Total: New Charge Arrest Made</b>		<b>11</b>	<b>100.00%</b>
Non-Hazard Traffic Citation	White	6	100.00%
<b>Total: Non-Hazard Traffic Citation</b>		<b>6</b>	<b>100.00%</b>

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Accounting
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	mmurray@spokanecity.org
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Homebuyer Down Payment Assistance Award
<b>Summary (Background)</b>	On January 11, 2022 City Council approved Tranche 1 of the ARPA Allocation that allocated \$2,000,000 for solely for a down payment assistance program for first-time homeowners with incomes below 80 percent of the average median income. On October 19, 2022 the City issued a Notice of Intent of Award Sole Source to Habitat for Humanity. The ARPA Accounting team would like to finalize the recommendation to award the funding to Habitat for Humanity to fund homebuyer acquisition costs through their existing Shared Equity Program administered under OPR 2021-0094.
<b>Proposed Council Action</b>	Approve award recommendation
<b>Fiscal Impact</b>	
Total Cost: <u>\$2,000,000</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.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
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? All information to be collected is to be done by the rules and regulations of the institution facilitating the funds.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Will be administered through OPR 2021-0094	
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? Aligns with ARPA workgroup and subcommittee direction.	



**City of Spokane**

**GRANT AGREEMENT  
HABITAT**

Title: HOMEBUYER DOWN PAYMENT  
ASSISTANCE

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and HABITAT FOR HUMANITY - SPOKANE, whose address is 1805 East Trent Avenue, Spokane, WA 99202, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City desires to support and promote Spokane Housing Affordability and Spectrum of Equity Building Affordable Housing Options;

WHEREAS, the Organization has the expertise and desire to promote and encourage addressing housing disparities for the City of Spokane; -- Now, Therefore,

The parties agree as follows:

**1. DESCRIPTION OF WORK.**

The Grantee shall perform the following work or services for the City:

Fund home buyer acquisition costs associated with the Shared Equity Program under OPR 2021-0094 .

The Grantee represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

**2. TERM.** This Agreement is effective upon signature and shall end on March 31, 2024

**3. COMPENSATION.** The City shall pay the Grantee an amount not to exceed Two Million and No/100 DOLLARS, (\$2,000,000.00) for the purpose of home buyer acquisition costs associated with their Shared Equity Program and will be full compensation for the services provided for under in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. **PAYMENT.** Payment of funds shall be made via direct deposit/ACH within thirty (30) days after receipt of the Grantee's application for payment except as provided by state law. Any fees or expenses incurred by the transfer or otherwise will be the sole responsibility of the Grantee.
5. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Grantee for all work previously authorized and performed prior to the termination date.
6. **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Grantee shall be safeguarded by the Grantee. The Grantee shall make such data, documents and files available to the City upon the City's request. If the City's use of the Grantee's records or data is not related to this project, it shall be without liability or legal exposure to the Grantee.
7. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
8. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship will be created by this Agreement.
9. **INDEMNIFICATION.** The Grantee shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Grantee's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Grantee to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Grantee's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Grantee, its agents or employees. The Grantee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Grantee's own employees against the City and, solely for the purpose of this indemnification and defense, the Grantee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Grantee recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. **INSURANCE.** During the term of the Agreement, the Grantee shall maintain in force at its own expense, the following insurance coverages:
  - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;

- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Grantee's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Grantee or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Grantee shall furnish an acceptable Certificate of Insurance (COI) to the City at the time of the Grant Award.

- 11. **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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Grantee agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Grantee.
- 12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Grantee shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Grantee does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 13. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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 this Agreement.
- 14. **AUDIT / RECORDS.** The Grantee and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Grantee and its sub-companies shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.
- 15. **DEBARMENT AND SUSPENSION.** The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.



16. **CONFLICT OF INTEREST:** The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- A. GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- C. No covered persons who exercise or have exercised any functions or responsibilities with respect to CRF-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CRF-assisted activity, or with respect to the proceeds from the CRF-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- D. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

17. **MISCELLANEOUS PROVISIONS.**

- A. **ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. **DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. **SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

HABITAT FOR HUMANITY - SPOKANE	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)

Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

APPROVED:  _____ Assistant City Attorney	ATTEST:  _____ City Clerk
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Attachments that are part of this Agreement:

Attachment A - Debarment Certificate

General Terms and Conditions

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
 

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

  1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
  
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Submitting Department</b>	F&A Division
<b>Contact Name</b>	Tonya Wallace
<b>Contact Email &amp; Phone</b>	twallace@spokanecity.org
<b>Council Sponsor(s)</b>	M. Cathcart
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Short-term Rental Occupancy Fee Ordinance Amendment
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>On July 10, 2023, City Council passed Ord. C36392 regarding the regulation of short-term rental units. Specifically, Section 08.02.090, refers to a \$4.00 per night lodging fee whereby the proceeds are directed primarily for low-income housing. The effective date was Aug. 18, 2023.</p> <p>However, the fee must have a nexus to the cost of the short-term regulation program and cannot be directed as such without legal challenges as an unlawful tax. The calculated fee to cover the cost of the program is estimated to be \$2.00 per night.</p> <p>Therefore, an amendment to ORD C36392 is proposed that reflects the change in fee, its use, and includes the provision of legislative guidelines for platform business. Authorizes the creation of a public rule enabling the CFO to adjust rates based on specified factors.</p> <p>Includes an emergency clause to ensure it can be implemented as soon as possible in year 2024.</p>
<b>Proposed Council Action</b>	<b>Committee review:</b> PSCH 12/4/23 <b>Council Action:</b> First/Final Reading 01/08/23
<b>Fiscal Impact</b>	
Total Cost: <u>Total estimated cost of the program is \$173,000 and is included in the 2024 Adopted Budget. The cost of the program is offset by the per night fee of \$2.00.</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: Funding source is the per night occupancy fee of \$2.00.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
NA	

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 with each quarterly report as to the location, owner, and number of nightly rentals.**

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 quarterly as to the location, owner, and number of nightly**

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 proposed ordinance is an amendment of existing ordinance SMC 08.02.090 authorizing fees for short-term rentals.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to Short-Term Rental Occupancy Fee, amending SMC section 8.02.090, adopting a new section 8.02.091 of chapter 08.02 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on July 10, 2023, Spokane City Council adopted Ordinance C-36392 regarding Short Term Rentals operating within the City of Spokane, effective August 10, 2023; and

WHEREAS, during the adoption process, amendments were made to the Ordinance which raise legal concerns and necessitate additional revisions; and

WHEREAS, The City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

NOW, THEREFORE,

The City of Spokane does ordain:

**Section 1.** That SMC section 08.02.090 is amended to read as follows:

**08.02.090 Short-Term Rental ((License)) Occupancy Fee**

There is a levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listings through a short-term rental platform (Platform).

A. For purposes of this Chapter, the term “Platform” shall have the meaning set forth in SMC 17C.316.020.

~~((A.))~~ B. Platforms shall pay \$~~((4.00))~~ 2.00 per night booked through the Platform.

~~((B.))~~ C. The per night booking fee shall be calculated and remitted on a quarterly basis by the platform.

~~((C.))~~ D. If a Platform fails to provide complete information the City’s Chief Financial Officer, or designee, the City may estimate the quarterly per night booking fee and issue an assessment.

~~((D. All funds collected under this section shall be spent exclusively for purposes authorized under Chapter 08.07B Sales and Use Tax for Affordable Housing. At~~

~~lease 90% of funds collected under this section shall be allocated to direct, non-administrative costs of programs serving the purposes of SMC 08.07B.020.))~~

E. The Chief Financial Officer, or designee, shall review annually any of the occupancy fees in subsection B and shall make any necessary adjustments in a Public Rule to ensure the fees achieve full cost recovery of the City's administrative, enforcement, and other regulatory costs and no more, after consideration of the following factors:

- a. The projected costs and annual budget allotted for administrative, enforcement and regulatory costs across the short-term rental industry;
- b. The need for increased enforcement to reduce illegal activity;
- c. The total number of nights booked in City limits across the short-term rental industry; and
- d. The administrative burden of issuing additional platform or operator permits.

**Section 2.** That there is adopted a new section 8.02.091 to chapter 08.02 SMC to read as follows:

#### **08.02.091 Short-Term Rental Platform General Provisions**

All Platforms operating in Spokane shall comply with the following:

- A. Possess a valid Platform permit.
- B. Prior to providing booking services, require that all operators and bed and breakfast operators using a Platform either submit an application for an operator permit or bed and breakfast operator permit through a Platform and include a permit number in any listing, or, include a permit number in any listing for a short-term rental or bed and breakfast unit on the platform.
- C. Remove any listings for short-term rentals or bed and breakfast units from the Platform upon notification by the Planning Department. The Director of Planning and Economic Development Services, or designee, shall develop, by Public Rule, processes and procedures for the removal of any listing.
- D. Provide the following information in an electronic format determined by the Chief Financial Officer, or designee, to the City on a quarterly basis:
  - 1. The total number of short-term rentals, and bed and breakfast units in the City listed on the Platform during the applicable reporting period; and
  - 2. The total number of nights all short-term rentals and bed and breakfast units rented through the Platform during the applicable reporting period.

- E. Inform all operators, including bed and breakfast operators, who use the Platform of the operator's responsibility to collect and remit all applicable local, state, and federal taxes unless the Platform does this on the operator's behalf.
- F. When notified to do so by the Director of Planning and Economic Development Services, or designee, provide written notification to all short-term rental operators and bed and breakfast operators of changes to local regulations affecting their businesses. Upon request, the Platform shall provide documentation to the Director demonstrating that the required notification was provided. Platforms shall be deemed to comply with this subsection if they provide summaries of changes to local regulations as provided by the Director.
- G. Upon request by the Director of Planning and Economic Development Services or the Chief Financial Officer, or their respective designee(s), permit access to review records that are required to be kept under this Chapter, in a manner consistent with federal law.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 4.** Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

**Section 5. Emergency Clause.** The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_



City Clerk

Assistant City Attorney

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Mayor

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Date

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Effective Date

**RESOLUTION NO. 2023-\_\_\_\_\_**

A Resolution establishing Spokane City Council’s intention to reduce reliance on printed paper as both cost and waste reduction measures in the City of Spokane.

WHEREAS, the City Council has a fiduciary responsibility to act as good stewards of taxpayer resources; and

WHEREAS, paper costs make up a sizable amount of the City of Spokane’s annual budget; and

WHEREAS, the City Council intends to foster a culture of paperless practices and encourages the Mayor and City Administration to implement paper reduction practices across City departments when and where able; and

WHEREAS, the total elimination of paper may not be practical for every department, however, even a small reduction may yield cost savings, increase efficiency and improve collaboration of staff and elected leaders in the work required to create sound policies; and

WHEREAS, digitized documents provide better outside transparency for government processes as data is more digitally available to staff and constituents in searchable databases rather than only through individual record requests; and

WHEREAS, the savings of going paperless extends beyond just the cost of the paper - printing costs include toner, ink, printers and their maintenance in addition to photocopier machines which are expensive to purchase and maintain; and

WHEREAS, critical information can be securely stored digitally and backed up through paperless practices ensuring access to critical information, even in the event of a disaster; and

WHEREAS, dust, mold, fire, and floods can affect paper documents in storage; and

WHEREAS, storage costs and maintaining the physical space required to store documents and public records are also significant considerations; and

WHEREAS, digitizing documents across the City of Spokane is a sustainable practice to positively support environmental conflicts.

NOW THEREFORE, BE IT RESOLVED that the City Council supports a full transition to paper reduced practices across local government and City departments when and where allowed by local state law..

BE IT FURTHER RESOLVED City Council intends to champion paperless processes within City Hall and encourages other departments to make strides in reducing paper consumption and output.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

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City Clerk

Approved as to form:

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Assistant City Attorney