

**SPECIAL MEETING NOTICE/AGENDA OF THE  
PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE**


**MEETING OF MONDAY, SEPTEMBER 8, 2025  
10:30 A.M. – CITY COUNCIL CHAMBERS**


A special meeting of the Public Safety & Community Health Committee will be held at **10:30 A.M. on Monday, September 8, 2025**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. Public testimony on agenda items will be taken.

**See Agenda Attached**

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or [ddecorde@spokanecity.org](mailto:ddecorde@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

  
**Betsy Wilkerson**  
Council President

  
**Terri L. Pfister**  
Spokane City Clerk

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



## **AGENDA FOR 10:30 A.M. MONDAY, SEPTEMBER 8, 2025**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **10:30 AM September 8, 2025**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2485 454 1595; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health Committee meeting is regularly held every 1<sup>st</sup> Monday of each month at 12:00 p.m. unless otherwise posted.

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

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

<https://forms.gle/DamhDTmjvxUm4HxG8>

## **AGENDA**

### **I. Call to Order**

### **II. Monthly Report/Update**

1. OFFICE OF THE POLICE OMBUDS JUNE REPORT - BART LOGUE (0 minutes)
2. OFFICE OF THE POLICE OMBUDS JULY REPORT - BART LOGUE (0 minutes)
3. POLICE SEIZURE/FORFEITURE REPORT - 2025 SECOND QUARTER - DAVE SINGLEY (0 minutes)
4. STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
5. PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
6. MONTHLY PUBLIC SAFETY OVERTIME AND BASE WAGE REPORT - KEVIN SCHMITT (0 minutes)

### **III. Discussion Items**

1. POLICE CHIEF UPDATE - CHIEF HALL (10 minutes)
2. FIRE CHIEF UPDATE - CHIEF O'BERG (10 minutes)
3. OFFICE OF INDEPENDENT INVESTIGATIONS PRESENTATION - HECTOR CASTRO (15 minutes)
4. THERAPEUTIC COURT UPDATE - SARAH THOMPSON (10 minutes)
5. SUBSTANCE USE DISORDER PRESENTATION - BOB LUTZ - ANDREW OGWANG (20 minutes)
6. EMERGENCY MANAGEMENT UPDATE - SARAH NUSS (20 minutes)
7. ACCEPT JAG24 SUBAWARD - MATT COWLES (5 minutes)
8. SPECIAL BUDGET ORDINANCE – SFD PARAMEDIC SCHOOL - JULIE O'BERG (5 minutes)

### **IV. Consent Items**

1. PRE-PURCHASE APPROVAL FOR 4 PATROL MOTORCYCLES AND 1 F150 RESPONDER FOR SPD (FLEET SERVICES)
2. WTSC DUI TRAINING & OUTREACH GRANT (POLICE)
3. ACCEPT JAG24 SUBAWARD (POLICE)

4. BRUSH AND FUELS SERVICE AGREEMENT W/ DEPT. OF ECOLOGY (FIRE)
5. RESCUE WATERCRAFT UPFITTING (FIRE)

**V. Public Testimony**

**VI. Executive Session**

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

**VII. Adjournment**

**VIII. Next Meeting**

**Next Public Safety & Community Health Committee**

The next meeting will be held at the regular date and time of **12:00 PM. October 6, 2025.**

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Information Only**Date Rec'd**

7/28/2025

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

OMBUDS - POLICE

**Bid #****Contact Name/Phone**

BART LOGUE 6475

**Requisition #****Contact E-Mail**

CCOTY@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON

**Sponsoring at Administrators Request**

NO

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

OFFICE OF THE POLICE OMBUDS JUNE REPORT

**Agenda Wording**

June 2025 Monthly Report

**Summary (Background)**

June 2025 Monthly Report

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Information Only**Date Rec'd**

8/20/2025

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

OMBUDS - POLICE

**Bid #****Contact Name/Phone**

BART LOGUE 6473

**Requisition #****Contact E-Mail**

CCOTY@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

OFFICE OF THE POLICE OMBUDS JULY REPORT

**Agenda Wording**

July 2025 Monthly Report

**Summary (Background)**

July 2025 Monthly Report

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

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

## Committee Agenda Sheet

### Public Safety & Community Health Committee

<b>Committee Date</b>	September 4, 2025
<b>Submitting Department</b>	Office of the Police Ombuds
<b>Contact Name</b>	Bart Logue
<b>Contact Email &amp; Phone</b>	<a href="mailto:ccoty@spokanecity.org">ccoty@spokanecity.org</a> /6745
<b>Council Sponsor(s)</b>	Council Members Zappone, Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 0
<b>Agenda Item Name</b>	Office of the Police Ombuds Monthly Report
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	July 2025 Monthly Report

**Fiscal Impact**

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

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

Current year cost:

Subsequent year(s) cost:

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

**Funding Source**    ☐ One-time    ☐ Recurring    ☒ N/A

Specify funding source: Select Funding Source\*

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

**Expense Occurrence**    ☐ One-time    ☐ Recurring    ☒ N/A

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

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

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

**COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)**

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

**Council Subcommittee Review**

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



2025 / JULY

Public Safety & Community Health Committee

# MONTHLY REPORT



OFFICE OF THE  
POLICE OMBUDS  
INDEPENDENT CIVILIAN OVERSIGHT

# HIGHLIGHTS OF ACTIVITIES

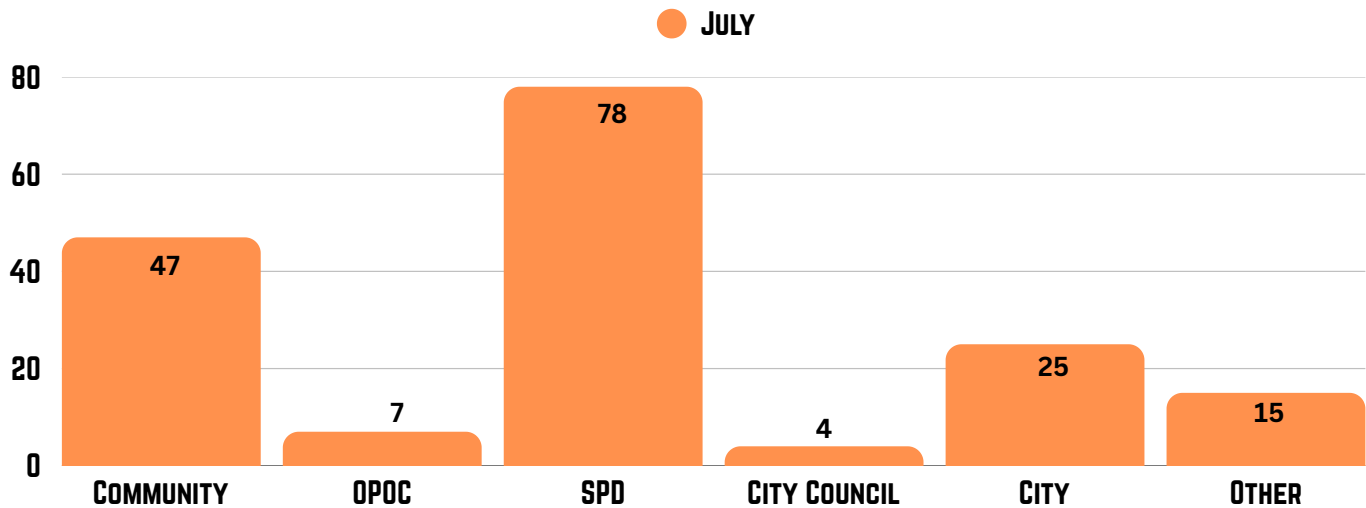
Current	YTD	Contacts, Complaints, and Referrals
316	<b>1465</b>	Contacts
15	<b>123</b>	OPO interviews
1	<b>9</b>	Letters of officer appreciation / commendations
4	<b>35</b>	OPO generated complaints
3	<b>31</b>	Referrals to other agencies / departments
0	<b>1</b>	Cases offered to SPD for mediation
1	<b>1</b>	Mediation completed

Current	YTD	IA Investigation Oversight
8	<b>58</b>	Cases certified
1	<b>3</b>	Cases returned for further investigation
0	<b>1</b>	Cases declined to certify
0	<b>0</b>	Web cases reviewed
9	<b>73</b>	Oversight of IA interviews

Current	YTD	Other Oversight Activities
0	<b>87</b>	Special cases reviewed*
1	<b>11</b>	SPD review boards / D-ARPs
76	<b>387</b>	Meetings with SPD
7	<b>49</b>	Oversight meetings
24	<b>119</b>	Community meetings
6	<b>24</b>	Training
0	<b>2</b>	Critical incidents

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

# CONTACTS



## Community meetings

- Courageous Conversations Panelist
- Backyard Movie Night
- Other Community Events (6)

## OPOC activities

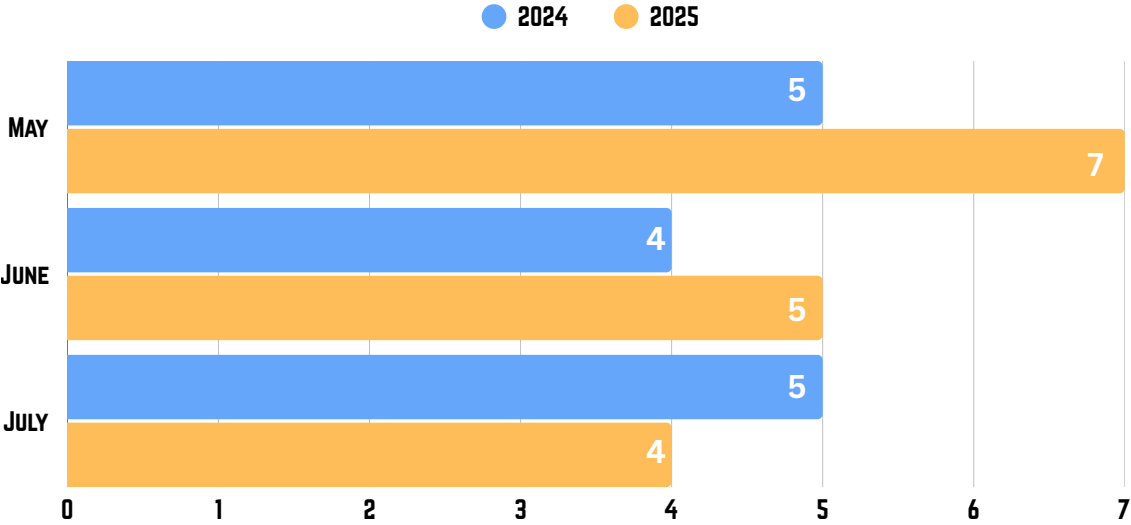
- Courageous Conversations

## Oversight / Outreach

- NACOLE Executive Board / Committee meetings (4)
- SPD D-ARP
- SPD IA Bi-Weekly (2)
- K-9 Workgroup meeting - WSCJTC
- Meeting with Chief Hall and Assistant Chiefs
- Deputy Ombuds Introductory Meetings with SPD Leadership / IA

COMPLAINTS

35  
YTD Complaints



Monthly comparison of OPO complaints

C25-066 / OPO 25-31  
17 - Complainants related to June 11<sup>th</sup> protest response  
Filed with SPD on 6/30/2025  
All subsequent complaints will be added to this case number.

SUMMARY OF COMPLAINTS

OPO 25-32	A community member complained that officers entered their home on a welfare check after they had told the officers not to enter.
OPO 25-33	A community member complained that SPD would not investigate their child being a victim of identity theft and stalking.
OPO 25-34	A community member complained that they are being targeted by an officer who they believe is working with their ex.
OPO 25-35	A community member witnessed an unmarked SPD patrol vehicle speeding down the south hill through a stop sign with no emergency lights activated.

Type of Referral	#
Internal	1
External	2



REFERRALS

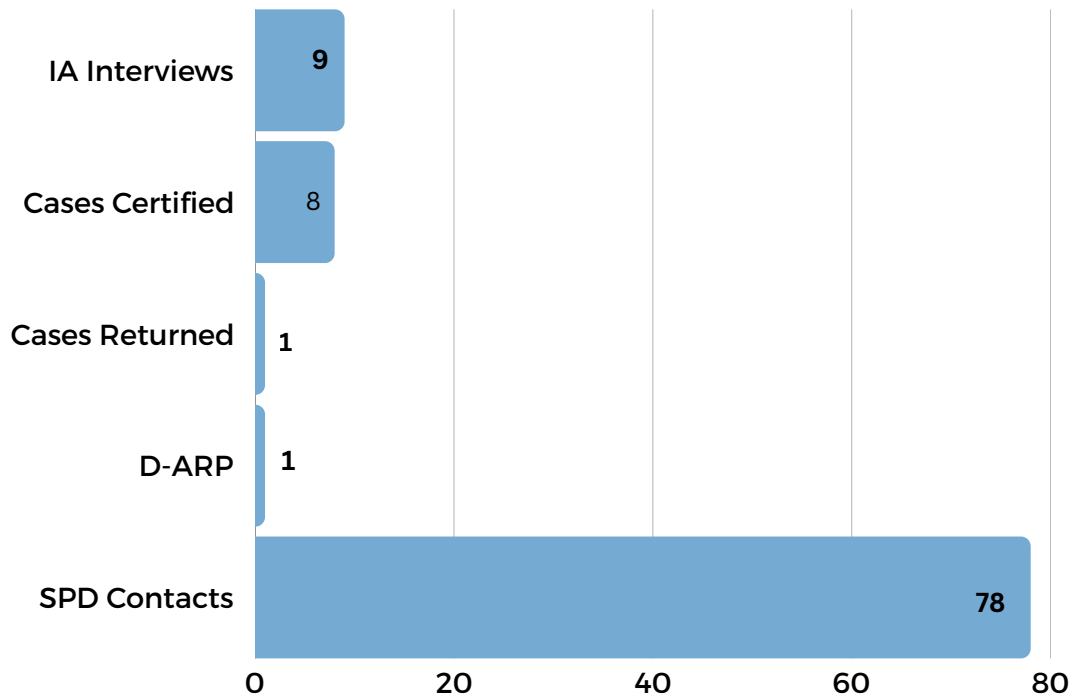
Summary of referrals

ER 25-29	A community member was concerned that a tattoo shop is operating out of their neighbor’s home. Building Services
IR 25-30	A community member was concerned about street racing on Division between Lincoln and the Y. SPD/IA
ER 25-31	A community member was frustrated that officers did not respond to a traffic accident. SCSO

COMMENDATIONS

L25-09	A community member who experienced a mental health crisis wanted to thank an officer who did an excellent job helping them through it.
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## OVERSIGHT ACTIVITIES



### Training

- Webinar: Protests, Riots and Lawsuits - What Law Enforcement Agencies Must Learn from Recent Court Rulings
- Criminal Justice Information System (CJIS) Certification
- Security Awareness Training
- New Deputy Ombuds Onboarding / Training

### Upcoming

- Project employee hiring plan
- SPD In-Service Training
- ICAT Training
- National Night Out
- Unity in the Community
- NACOLE Regional Training

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Information Only**Date Rec'd**

8/21/2025

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

POLICE

**Bid #****Contact Name/Phone**

DAVE SINGLEY 4171

**Requisition #****Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

POLICE SEIZURE/FORFEITURE REPORT - 2025 SECOND QUARTER

**Agenda Wording**

Quarterly report on the proceeds and expenditure of asset seizure/forfeiture funds.

**Summary (Background)**

As required under SMC 08.19.040 - the Spokane Police Department shall provide City Council quarterly reporting on the receipt of proceeds from all civil forfeiture funds as well as all expenditures of forfeiture funds. This report is submitted to capture activity during the 2nd quarter of 2025, period ended June 30th, 2025

**What impacts would the proposal have on historically excluded communities?**

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**Council Subcommittee Review**



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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Information Only**Date Rec'd**

8/26/2025

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

POLICE

**Bid #****Contact Name/Phone**

JACQUI 4109

**Requisition #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

STRATEGIC INITIATIVES MONTHLY UPDATE

**Agenda Wording**

Strategic Initiatives Monthly Update

**Summary (Background)**

Strategic Initiatives Monthly Update for September 2025

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

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



# **SPOKANE POLICE DEPARTMENT**

## **CHIEF OF POLICE**

### **KEVIN HALL**

## **Strategic Initiatives**

### **September 2025 Report**



## **Public Safety and Community Health Committee Briefing**

### **September 2025**

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

To Kris, Dale, Jacob, Carl, Park Rangers, **Officer Micah Prim**, Jackson and any others who are doing a fantastic job with keeping our parks clean and well taken care of! I just want to do a follow up on what I have witnessed in the last couple of months since my first letter about the homeless camps and People's Park and other park areas! I have been going once in a while to People's Park and other Parks around Spokane and they are beautiful and cleaned up. Wow!! People's Park is amazing!! It looks like a whole new park and there was no tents and trash around at all. Thank you so much for keeping it clean and safe. Thank you for the tireless hours that must have been done in the cleanup of all the parks. I felt safe and comfortable walking my dog in and around People's Park especially and even other parks. I just wanted to send you this follow up and to let you know that I appreciated all the efforts to answer my questions and concerns and to let you know that I when I see such great work being done.

Whilst I was having a mental health crisis, I ran away from home and called 911. **Officer [Luke] Jester** was the one to respond to the call. Officer Jester did an amazing job at calming me down, giving me mental health resources, and a ride home. Officer Jester is the reason I will now be starting therapy! He's made my mental state absolutely amazing by showing how caring he was towards me.

I've lived in downtown Spokane for several years now. I've witnessed a lot of change—some good, but unfortunately, much of it for the worse. That said, I want to take a moment today to highlight something positive—something that, to me, feels like the beginning of a real turning point. Just the other day, as I was standing outside the front of my apartment building, I saw something I've been hoping to see for a very long time: two Spokane Police officers walking the beat on foot. I had the chance to talk with them, and they were both incredibly friendly and professional. They told me this is part of a renewed focus on downtown patrols—and I just want to say thank you. Thank you to those officers, and thank you to the entire Spokane Police Department Downtown Precinct for finally doing something that truly makes sense. For years, I've been saying this is exactly what we need—officers on foot, present in the community, visible, and engaged with the people who live and work here. I've also seen officers on bikes lately, which is another great step forward. The impact is already noticeable. I also want to personally thank **Officer Casey Jones**—someone I've mentioned before—because officers like him are exactly what Spokane needs downtown: approachable, caring, and truly in touch with what's happening on our streets. Now, let me be honest: we still have a long way to go. Around where I live, overdoses are still far too common. There are still large groups of homeless individuals, many of them openly using drugs, blocking sidewalks, intimidating residents, and creating unsafe conditions. Just recently, I had to call Crime Check because 20 or 30 people were literally blocking the sidewalk, using fentanyl right out in the open. These situations are still happening far too often. But seeing officers walking downtown, interacting with the public—that gives me hope. It's the first thing in a long time that feels like real, practical progress. I hope this continues and expands across more areas of the city. So once again, thank you to the Spokane Police Department for stepping up and making a real effort to improve downtown.

**[Public Records Specialist] Jenetta Alford** has been great to work with and has handled all my requests quickly and has helped every time I have called with questions.



## Internal Affairs Unit Update

### January 1 through July 31, 2025, Commendations and Complaints

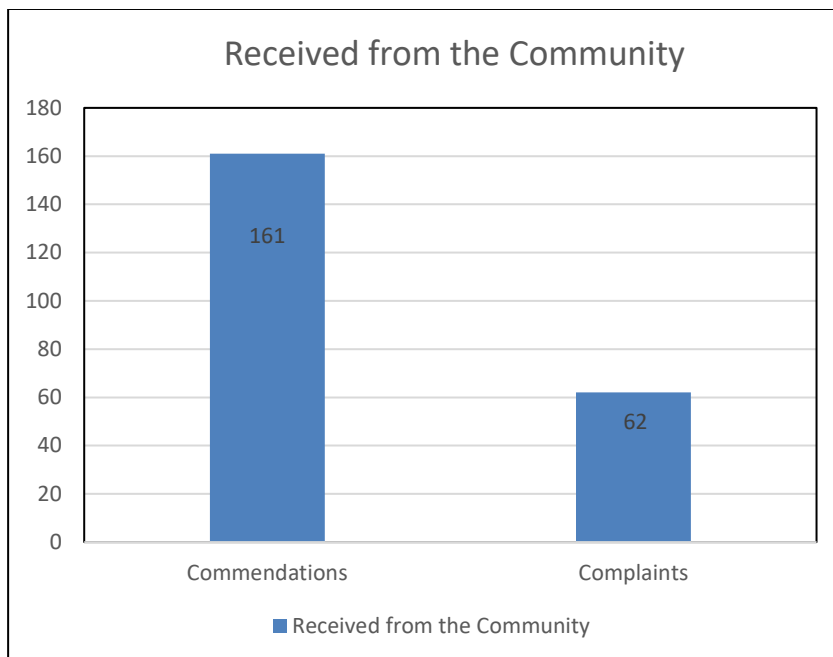
Commendations Received:    **Total: 161**

Complaints Received:        **Total: 72 (62 from community)**

### Source of Complaints—January 1 through July 31, 2025

Received by the Office of Police Ombudsman	<b>Total: 35</b>
Received by the Spokane Police Department	<b>Total: 37</b>
Internally Generated by the SPD	<b>Total: 10</b>
Generated by the Community	<b>Total: 62</b>

SPD maintains a process that allows us to assess the actions of our employees with the ultimate objective of improving service and holding our employees accountable. Complaints sometimes reveal the need to modify a policy or procedure or reveal a need for training. The chart below shows commendations versus complaints from the community in July 2025.



## Deadly Force (Officer-Involved Shootings) Update

### 2025

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

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

### 2024

From January 1 – December 31, 2024, there were six deadly force incidents.

- **Incident 2024-20019659 (Pending Administrative Investigation):** Incident 2024-20019659 took place on January 31, 2024, near Stevens and Cliff. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs will conduct an administrative investigation.
- **Incident 2024-20027093 (Pending Prosecutor Review):** Incident 2024-20027093 took place on February 12, 2024, in the 1100 block of East Wellesley. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2024-20027307 (Pending Administrative Investigation):** Incident 2024-20027307 took place on February 12, 2024, near Howard and Riverside. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs will conduct an administrative investigation.
- **Incident 2024-20060204 (Pending Prosecutor Review):** Incident 2024-20060204 took place on March 31, 2024, in the 1800 block of West Dean. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.
- **Incident 2024-20073072 (Pending Criminal Investigation):** Incident 2024-20073072 took place on April 18, 2024, in the 2000 block of W Longfellow. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.
- **Incident 2024-20267061 (Pending Prosecutor Review):** Incident 2024-20267061 took place on December 29, 2024, in the 800 block of W Cora. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The case is with the prosecutor.

### 2023

From January 1 – December 31, 2023, there were two deadly force incidents.

- **Incident 2023-20238146 (Pending Administrative Investigation):** Incident 2023-20238146 took place on December 3, 2023, in the 9200 block of Colton Street. The Spokane Independent Investigative Response (SIIR) conducted the criminal investigation. The prosecutor ruled the use of deadly force was justified. Internal Affairs will conduct an administrative investigation.





## Precinct Updates

### Adam Sector (Northwest)

#### Special Enforcement Missions:

July focus area: Maple/Maxwell.

- Goal: Reduce open air drug use/dealing at DSHS and 7-11. Provide a safer environment for young ladies attending summer camps at Girl Scouts.
- Tactics: Prowl checks, voluntary contacts with offers of service, and enforcement when needed.
- Results: An evaluation of a 1,000-foot radius reveals the following. We had the hot spot open for nearly 1.5 months. The prior 1.5 months were similar in numbers of assaults, disorderly person calls, drug calls and fights as were reported during the open hot spot. Since the hot spot closed, we have had 2 weeks to evaluate. During this time, we have seen no reporting of disorderly persons, fights, persons with weapons, shootings, stabbings or robberies. There were 4 drug calls, trending slightly lower than the prior 3 months.

August focus area: 24-hour hot spot at the 800 block of N Washington (Hoopfest courts/parking lot on North end of Riverfront Park).

- Goal: Eliminate gatherings that are occurring with juvenile and young adult crowd which has led to fights and Shots Fired calls. Several of these subjects have been armed with handguns. There is significant concern a shooting/fatality could occur. Most of the activity is occurring around dusk into the overnight hours.
- Tactics: SPD officers are conducting hot spot patrols, providing presence when possible. Park rangers have begun closing the parking lot at 2200 hours (2 hours prior to the park closing). Neighborhood Resource Officer Heiman contacted a business regarding another lot in the area being used by the same group. The business confirmed they will prosecute trespassers (loitering beyond parking and coming or going to vehicle). Officer Heiman obtained an updated trespass authorization letter from the business. Captain Hendren met with City Parks Department leadership to explore long term adjustments to discourage the activity described.
- Results: Under evaluation.

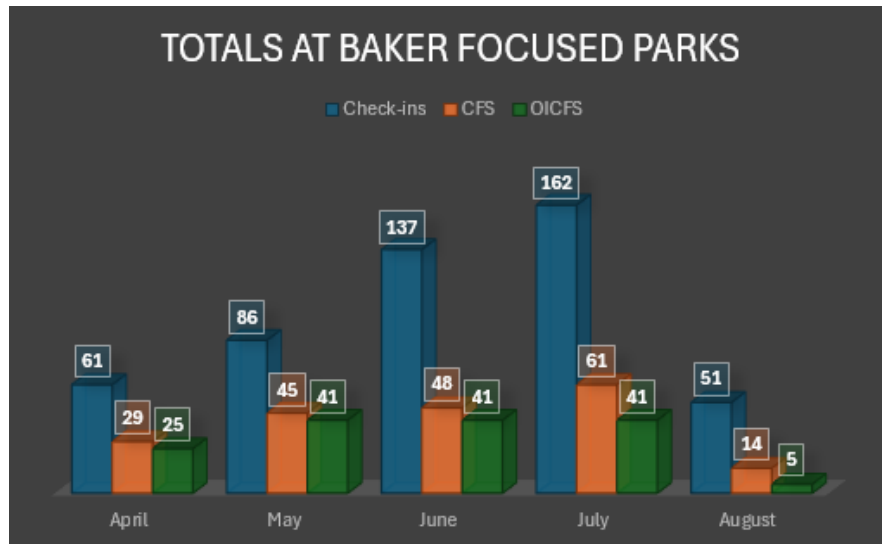
Nuisance Properties: Neighborhood Resource Officer Tyler Heiman was involved in the successful closing of a nuisance property on Maxwell.

### Baker Sector (Northeast)

#### Special Enforcement Mission: Northeast Park Emphasis:

Increased activity in the park and several criminal incidents recently has prompted a patrol team emphasis addressing park rule violations and other observed criminal activity in all city parks. Last summer, the City Council passed an ordinance making it a misdemeanor for people to be in a City park between the hours of 10 pm – 6 am (except for Riverfront Park which is closed from midnight – 6 am). The ordinance effectively gave police officers a tool to detain people who are trespassing in the parks or who may be committing crimes. Parks are closed from 10 pm – 6 am (except Riverfront which stays open until midnight). Captain Shawn Kendall reports that the increased patrols have been effective in reducing crime and calls for service. As the chart below shows, officer check-ins (also known as proactive officer contacts) are prolific, compared to calls for service.





#### Issues on Division:

The Northeast Precinct has recently seen a huge amount of activity in the Franklin Park Mall after hours to include a shooting. The owner was instructed to put up No Trespassing signs. SPD instituted a patrol emphasis on this location due to the increased CFS and activity seen. According to officers, the lot has improved tremendously.

Nuisance Properties: Northeast Precinct is monitoring 26 nuisance properties as of August 2025. Neighborhood Resource Officer Deanna Storch reported success with two properties in early August. She issued a Chronic Nuisance in May on a property that was plagued with drug issues and was the location of a shooting. The property manager was compliant with the nuisance process. The manager filed for an eviction, which was finalized at the end of July. In a second location on Astor, she issued a Chronic Nuisance on an address associated with juveniles causing issues in the neighborhood, committing Felony Assaults and Malicious Mischief. These same individuals also tormented downtown with their antics. After issuing the CN in April, Officer Storch got compliance from the property manager. The manager filed for an eviction, which was finalized at the beginning of August.



#### Charlie Sector (South)

Captain Jake Jensen and his staff have been involved in a lot of neighborhood outreach in July and August. On August 9, Captain Jake Jensen, Officer Micah Prim, and Reserve Officers Ed Richardson, Mat Allen, and Talia Gray enjoyed helping at the Community Celebration, sponsored by The Way to Justice and SERA. This amazing community event featured a bike raffle, contests, prizes, and free shoes, backpacks, and school supplies.



## More pictures from the Community Celebration



Thrive International Back to School Event: On Friday, August 22, at 11 -1 pm at the Thrive Center, Captain Jensen, Officer Prim, and members of our Volunteer Services Unit welcomed kids who are returning to school.



## David Sector (Downtown)

### Downtown Precinct Current Projects

- Addressing trespassers in business doorways and on private property
- Focus on keeping the viaducts clear and trash free
- Reducing Open Drug use in all of downtown
- Ridpath Block / Symons Block Emphasis
- Working with DSP and code enforcement to clean up trash
- Enforcing no camping and sit and lie/ped interference daily
- Post Street Construction Site – Focusing on unlawful campers and open drug use
- Focus on Browne Street Viaduct
- Improving Gateways into the city and discouraging panhandling

Public Safety Building • 1100 W. Mallon Avenue • Spokane, Washington 99260-0001





## National Night Out

SPD staff and volunteers enjoyed attending National Night Out events all over town. In the Northwest section of town, there were 12 National Night Out events.

<https://my.spokanecity.org/police/community-outreach/national-night-out/>





## SPD in the Community

Below, Officer Winston Brooks and Reserve Officer Ed Richardson visit the Fundamental Skills Camp, put on by Michael Bethely and Bobby Jack Sumler.



Below, Assistant Chief Matt Cowles and Reserve Officer Ed Richardson visit the Spokane Eastside Reunion Association (SERA) basketball camp, put on by Michael Brown. Officers spoke about leadership with the kids.





Our volunteers were involved in all kinds of community events this summer. SPD Sergeant Trevor Winters and Reserve Officers Mat Allen and Ed Richardson came out, along with Fire Chief Julie O'Berg and several Fire personnel, to support the Lilac City Warriors Special Olympics program.



Below, Sergeant Richie Plunkett, Reserve Officer Ed Richardson, Reserve Officer Talia Gray, and our Explorers represented at the "Scoop! There It Is" Fundraiser for the Wishing Star Foundation.



#### Spokane Police Activities League

Earlier this summer, SPD held the Police Activities League, providing positive activities, drug and alcohol prevention, internet safety, and family safety plans. Throughout the season, youth participants focus on five core values: honesty, integrity, leadership, sportsmanship and respect. The PAL program takes a holistic approach to crime prevention, focusing on reducing drug and gang involvement, as well as making positive decisions. PAL is a collaborative program of the Spokane Police Department, Spokane Police Foundation, Spokane Parks Department, Spokane Parks Foundation, YMCA, West Central Community Center, Spokane Public Schools, WSU Snap-Ed, and many other organizations working together to supply a myriad of resources in a central location.



## 2025 SPD Police Activities League (PAL)

200  
Unduplicated youth



### Core Values

Respect  
Honesty  
Leadership  
Sportsmanship  
Integrity



Bowling  
Graffiti Paint Over  
Games in Gym  
Chess  
Generation Alive Event  
Celebration in the Park



444  
SPD & volunteer hours



99%  
Effectiveness in drug  
education, according to youth  
surveys

100%  
Youth surveyed agreed that  
PAL helped them trust  
officers





### **Graffiti Paint-Over Event**

The Chaplains helped with the PAL program again, especially with the graffiti paint-over event. Chaplains Chris Murphy, Kellie Rizzi, and Kevin Piatt provided their time and expertise. A+ Masonry Cleaning & Sealing, Inc. pre-power washed the buildings to prepare for the painting.



### **Generation Alive Food Bank Activity**

We teamed up with Generation Alive to have the kiddos create apple cinnamon oatmeal packages for area food banks. Some of the participants have likely experienced food insecurity while others have never had to worry about hunger, but kids from all backgrounds worked side by side and packed 3,116 meals. The kids were very proud of their work. One of the participant's parents wrote us later to tell us that the program had a huge impact on her son.





## New Activities like Bowling and Chess

Participants also got to go bowling and play chess with cops!



And, as usual, the kids got to play in the park, where they were treated to a K9 demo, Mounted Patrol horses, the Law Enforcement Museum, Isaac the Comfort Dog, etc.







Thank you to all the volunteers who made this program possible! Special thanks to RESCU, ESD 101, WSU Snap-Ed, Providence, Numerica Credit Union, and Spokane Police Volunteer Services Unit.

Later this summer, the PAL program will include outdoor adventures with Peak 7 and martial arts with Master Kim, thanks to the generosity of the DEA Foundation.

### Jobs at Spokane Police Department



### INTEGRITY, PROFESSIONALISM, & COMPASSION

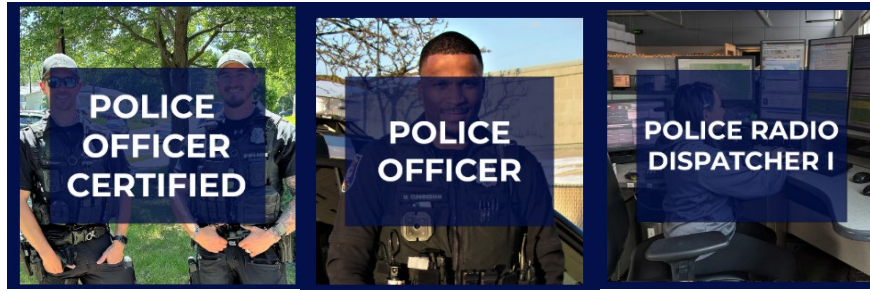
A career with the Spokane Police Department offers many advancement opportunities and diverse career paths. Every day is a fresh experience, a chance to make a difference, and an opportunity to uphold our mission. Officers value the community outreach opportunities and the ability to make an impact helping others.

We stand with our community, striving to build lasting bonds. Our mission is to serve the community with professionalism, integrity, and compassion so that with every single interaction we enhance trust, preserve safety, and model ethical policing.

### CURRENT OPENINGS WITH THE SPOKANE POLICE DEPARTMENT

Public Safety Building • 1100 W. Mallon Avenue • Spokane, Washington 99260-0001





View Current  
Job Openings



Sign up for Job  
Notifications



Get an email when jobs open.

View a List of All  
City Positions



City of Spokane Jobs | [my.spokanecity.org/jobs](https://my.spokanecity.org/jobs)  
[civilservice@spokanecity.org](mailto:civilservice@spokanecity.org) | 509.625.6160

<https://joinspokane.org/>

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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Information Only**Date Rec'd**

8/26/2025

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

POLICE

**Bid #****Contact Name/Phone**

DAVE SINGLEY 4171

**Requisition #****Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

PHOTO RED MONTHLY UPDATE

**Agenda Wording**

Photo Red Monthly Update

**Summary (Background)**

Photo Red Monthly Update for July 2025

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

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

# Committee Agenda Sheet

## [COMMITTEE]

<b>Submitting Department</b>	Police Department / Traffic Unit
<b>Contact Name &amp; Phone</b>	David Kaurin 509-835-4565
<b>Contact Email</b>	dkaurin@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

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

Statistic for Photo Red for the time frame of July 1<sup>st</sup> 2025, to July 31<sup>st</sup>, 2025.

There were 2213 violations on the photo red system from July 1<sup>st</sup> 2025, to July 31<sup>st</sup>, 2025.  
 During the same time frame in 2024 there were 2244 violations, which is an increase of 354 violations. All red light cameras are currently active and performing as expected.

Statistic for Photo Speed for the time frame of July 1<sup>st</sup> 2025, to July 31<sup>st</sup>, 2025.

There were 0 violations on the photo speed system from July 1<sup>st</sup> 2025, to July 31<sup>st</sup>, 2025.  
 During the same time frame in 2024 there were 0 violations. School is not in session.

Executive Summary: Photo RED

July 1<sup>st</sup> 2025, to July 31<sup>st</sup>, 2025

- Freya and 3<sup>rd</sup> was the 1<sup>st</sup> highest with 344 violations.
- Browne and Sprague was the 2<sup>nd</sup> highest with 252 violations.
- Thor and 2<sup>nd</sup> was the 3<sup>rd</sup> highest with 249 violations
- Maple and 2<sup>nd</sup> was the 4<sup>th</sup> highest with 211 violations

Executive Summary: Photo SPEED

July 1<sup>st</sup> 2025, to July 31<sup>st</sup>, 2025.

- No school



**\*Current revenue of the system.**

Type of Revenue	2025 Initial/Adopted Budget	Budget/12 months or budget per month	7 months of budget	Actual through July 2025	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	110,080	770,560	1,101,433	330,873
School Zone Fines	4,295,187	357,932	2,505,524	1,826,709	(678,815)

**Proposed Council Action & Date:**

**Fiscal Impact:**

Total Cost:

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

Funding Source ☐ One-time ☐ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

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

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



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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Information Only**Date Rec'd**

8/26/2025

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

POLICE

**Bid #****Contact Name/Phone**

KEVIN SCHMITT 6387

**Requisition #****Contact E-Mail**

KSCHMITT@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

MONTHLY PUBLIC SAFETY OVERTIME AND BASE WAGE REPORT

**Agenda Wording**

Report on Public Safety Uniform Overtime and Base Wages

**Summary (Background)**

Monthly report of Police & Fire uniformed overtime actuals versus currently budgeted amounts. Actual overtime costs incurred through the period ended August 16th, 2025. Budgeted year-to-date Base Wages versus actuals through the period ended August 16th, 2025 is included for comparison. Budget year-to-date is calculated by dividing annual budget by 26.1 pay periods.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

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

Uniform OT thru period ended August 16th, 2025

Fund	2025 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police (General Fund)	6,828,975	4,447,991	4,173,161	274,830
Public Safety & Judicial Grants	854,014	556,254	352,580	203,675
<b>Police TOTAL</b>	<b>7,682,989</b>	<b>5,004,246</b>	<b>4,525,741</b>	<b>478,505</b>
Fire/EMS	5,089,102	3,314,741	4,562,886	(1,248,145)
<b>Fire TOTAL</b>	<b>5,089,102</b>	<b>3,314,741</b>	<b>4,562,886</b>	<b>(1,248,145)</b>

Base wages thru period ended August 16th, 2025

Fund	2025 Current Budget	Budget YTD	Actuals YTD	\$ Variance YTD (Unfavorable)/Favorable
Police	52,197,245	33,998,206	31,120,041	2,878,165
Fire/EMS	41,454,127	27,000,772	25,681,254	1,319,519

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Information Only**Date Rec'd**

7/29/2025

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

MAYOR

**Bid #****Contact Name/Phone**

SARAH NUSS 509-435-7026

**Requisition #****Contact E-Mail**

SNUSS@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON

**Sponsoring at Administrators Request**

NO

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

EMERGENCY MANAGEMENT UPDATE

**Agenda Wording**

Biennial update from Emergency Management Director Sarah Nuss.

**Summary (Background)**

Biennial update on Emergency Management work since 2024, highlighting key accomplishments, ongoing challenges, and share tangible outcomes. Report on persistent issues, particularly those related to unfunded external mandates and funding constraints.

**What impacts would the proposal have on historically excluded communities?**

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

--

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



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Discussion**Date Rec'd**

8/26/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

POLICE

**Bid #****Contact Name/Phone**

MATT COWLES X4115

**Requisition #****Contact E-Mail**

MCOWLES@SPOKANEPOLICE.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

ACCEPT JAG24 SUBAWARD

**Agenda Wording**

Acceptance of indirect Dept. of Justice JAG24 grant through Spokane County.

**Summary (Background)**

The Spokane Police Department and Spokane County agreed under OPR 2024-0986 to jointly apply for Edward Byrne Memorial Justice Assistance Grant (JAG) FY24. The award was formally accepted with the County as the primarily recipient. Funds are now being subawarded to Spokane PD for continued implementation of its red dot sight program. Period of performance 10/01/2023 to 09/30/2027. ALN #16.738. Special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 76,478	
Current Year Cost		\$ 76,478	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Funds to be used for one-time equipment purchases.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 76,478	#	1620-91839-99999-33316-99999
Expense	\$ 76,478	#	1620-91839-99999-53502-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Grant			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>MANAGEMENT &amp;</u>	STRATTON, JESSICA
<u>Accounting Manager</u>		<u>ACCOUNTING -</u>	SCHMITT, KEVIN
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
Jessica Honl jhonl@spokanecounty.gov		SPDFinance@spokanecity.org	

ORDINANCE NO. C36761

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A SUBAWARD GRANT FROM SPOKANE COUNTY, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Public Safety and Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Public Safety and Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$76,478.
  - A) Of the increased revenue, \$76,478 is provided by the Spokane County via a Department of Justice subaward through the JAG grant program.
- 2) Increase appropriation by \$76,478.
  - A) Of the increased appropriation, \$76,478 is provided solely for minor equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from accepting a DOJ subaward grant from Spokane County, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Discussion**Date Rec'd**

8/27/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

FIRE

**Bid #****Contact Name/Phone**

JULIE O'BERG (509)435-7001

**Requisition #****Contact E-Mail**

JOBERG@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

SPECIAL BUDGET ORDINANCE – SFD PARAMEDIC SCHOOL

**Agenda Wording**

Special Budget Ordinance - SFD Paramedic School

**Summary (Background)**

Spokane Fire entered into agreement OPR 2025-0481 that provided \$46,750 towards the salary & benefits of current employees that support opioid overdose prevention efforts. SFD is requesting adjustments to the budget to account for the \$46,750 in unbudgeted revenues received as well as an offsetting increase to Registration/Schooling to cover the cost of paramedic school/training for employees.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 46,750	
Current Year Cost		\$ 46,750	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
SFD is requesting adjustments to the budget to account for the \$46,750 in unbudgeted revenues received as well as an offsetting increase to Registration/Schooling to cover the cost of paramedic school/training for employees.			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 46,750	# 1970-35130-99999-34221	
Expense	\$ 46,750	# 1970-35310-22200-54902	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Agreement with East Region EMS Council			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>MANAGEMENT &amp;</u>	STRATTON, JESSICA
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
		Julie O'Berg    joberg@spokanecity.org	
Anne Raven    araven@spokanecity.org		Kevin Schmitt    kschmitt@spokanecity.org	
Kyle Haugen    khaugen@spokanecity.org			

## SBO Request

### Public Safety & Community Health Committee

<b>Committee Date</b>	September 4th, 2025
<b>Submitting Department</b>	Fire
<b>Fund to Receive Budget</b> (if different from submitting dept)	1970
<b>Contact Name</b>	Julie O’Berg
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Discussion    Time Requested: 5min
<b>Agenda Item Name</b>	Special Budget Ordinance – SFD Paramedic School
<b>Grant Item</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, this SBO should be submitted to the same agenda as the acceptance.
<b>Why is this budget adjustment urgent and can’t wait until the mid-biennium modification period?</b>  <b>What are the budget codes? (Accountant-provided)</b>	Spokane Fire entered into agreement OPR 2025-0481 that provided \$46,750 towards the salary & benefits of current employees that support opioid overdose prevention efforts.  SFD is requesting adjustments to the budget to account for the \$46,750 in unbudgeted revenues received as well as an offsetting increase to Registration/Schooling to cover the cost of paramedic school/training for employees.  Revenue \$46,750 1970-35130-99999-34221 Expense \$46,750 1970-35310-22200-54902
<b>Fiscal Impact</b> Revenue: \$46,750 Appropriation: \$46,750  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Agreement with East Region EMS Council  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (FTE related?)	



ORDINANCE NO. C36760

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO COVER THE COST OF PARAMEDIC TRAINING, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Emergency Medical Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$46,750.
  - A) Of the increased revenue, \$46,750 is provided by the East Region EMS Council for fire protection and emergency medical services in the CARES program.
- 2) Increase appropriation by \$46,750.
  - A) Of the increased appropriation, \$46,750 is provided solely for registration/schooling in the EMS program.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from increased need to cover the cost of paramedic training, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Consent**Date Rec'd**

8/15/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 5096257706

**Requisition #****Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

PRE-PURCHASE APPROVAL FOR 4 PATROL MOTORCYCLES AND 1 F150

**Agenda Wording**

Fleet Services would like pre-purchase approval for 4 Patrol Motorcycles and 1 F150 Responder or similar for SPD. Total cost is estimated at \$265,000 including sales tax.

**Summary (Background)**

Patrol Motorcycles are a critical part of SPD's fleet which are used in many situations including traffic control and special events. SPD's motorcycle fleet has not been upgraded in many years leaving existing units overused and costly to maintain. The F150 Responder will be used to support and transport motorcycles as necessary. Motorcycle models and supplier will be decided based on results of a bid process. F150 will be purchased using a cooperative contract.

**What impacts would the proposal have on historically excluded communities?**

None identified.

**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 not be collected.

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

Lifecycle cost information will be collected by Fleet for future analysis.

**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 Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 265,000	
Current Year Cost		\$ 265,000	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
Motorcycles and Support Vehicle will be purchased using a bid process and/or cooperative contracts following all City competitive purchasing rules.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ \$265,000	#	0680-11120-94210-56404-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD		
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>			
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>			
<b>Distribution List</b>			
rgiddings@spokanecity.org		Tprince@spokanecity.org	
atrussell@spokanecity.org		kschmitt@spokanecity.org	

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [Russell, Adam T.](#)  
**Cc:** [descarssystem@des.wa.gov](mailto:descarssystem@des.wa.gov)  
**Subject:** Vehicle Quote - 2025-8-263 - SPOKANE, CITY OF - 23210  
**Date:** Thursday, August 14, 2025 9:42:37 AM

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[CAUTION - EXTERNAL EMAIL - Verify Sender]

**Vehicle Quote Number: 2025-8-263**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: SPOKANE, CITY OF - 23210
Email: <a href="mailto:atrussell@spokanecity.org">atrussell@spokanecity.org</a>
Quote Notes:
Vehicle Location: SPOKANE CITY

**Color Options & Qty**

Carbonized Gray Metallic (M7) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-05002-0001	2025 Ford F150 Pursuit-Rated Responder Crew Cab 4WD	1	\$47,866.00	\$47,866.00
2025-05002-0033	Remote Keyless Entry Key Fobs (Includes 4 fobs) (does not include door keypad) (Compatible w/ new Fleet Keyed Alike option, but Key Fobs are NOT fobbed alike) (Includes Perimeter Anti-theft Alarm) (67P)	1	\$343.00	\$343.00
2025-05002-0034	Fleet Keyed Alike (Simple fleet key, non-chipped) [Unique to F150 Police Responder, not compatible with Police Interceptor Utility/SUV] (Contact dealership for key codes available) (62E/B/D/F/J/C/G)	1	\$49.00	\$49.00
2025-05002-0035	Badge Delete (removes rear police responder badge) (41A) (No charge or credit)	1	\$0.00	\$0.00
2025-05002-0036	Rear Wheel Arch Liner (96L)	1	\$177.00	\$177.00
2025-05002-0041	Fog Lamps (595)	1	\$143.00	\$143.00
2025-05002-0045	Integrated Trailer Brake Controller (67T)	1	\$275.00	\$275.00

2025-05002-0047	Mirrors (54R), manual-folding, power glass with heat, turn signal, high-intensity LED security approach lamps, LED side-mirror lights and black skull caps (not directional police spot lamps) (Not available with either Spot Lamp Prep Kit #59C or #59D; OR Spot Lamps #59E/59F/59G/59J) (54R/59S)	1	\$574.00	\$574.00
2025-05002-0049	Black Platform Running Boards (18B)	1	\$250.00	\$250.00
2025-05002-0199	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	1	\$0.00	\$0.00
2025-05002-0205	Delivery to customer location in Eastern Washington. (DLR)	1	\$400.00	\$400.00
2025-05002-0230	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$75.00	\$75.00
2025-05002-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$54.00	\$54.00
2025-05002-0232	Mud Flaps, Front (DLR)	1	\$110.00	\$110.00
2025-05002-0233	Mud Flaps, Rear (DLR)	1	\$110.00	\$110.00
2025-05002-0236	Floor Mats, HD Rubber Molded, Front (Extended/Crew Cabs) (Weather Tech) (DLR)	1	\$153.00	\$153.00
2025-05002-0242	SPRAY-IN Bedliner (DLR)	1	\$602.00	\$602.00
2025-05002-0278	Setina - Under Seat Locking Storage Box (Installed under 60% rear driver side section. Factory jack will be shipped loose inside.) (Not compatible with Cargo Deck, Single Prisoner Transport Partition, Dual Prisoner Transport Wall) (Crew Cab only) (DLR) (SET355)	1	\$846.00	\$846.00
2025-05002-0504	Ford Tonneau Cover - Tri-Fold Hard Panels, 5.5ft bed (TC504)	1	\$1,642.00	\$1,642.00
2025-05002-0561	DECKED in bed storage system for 5.5ft bed (DD561)	1	\$2,259.00	\$2,259.00
2025-05002-0920	POLICE: (Whelen Base Package) Installed equipment includes: (2) ION grill lights (RED driver/BLUE Pass), (2) ION-T dual color front corner lights (R/W driver, B/W pass), (2) ION single color rear side bed lights (RED driver/BLUE pass), (2) ION-T single color tailgate lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass). CENCOM CORE siren package (CCSRN36 head) including OBD connection and two CEM8 expansion modules. Console package includes Havis vehicle specific computer mount ready console (NOT COMPATABLE WITH INTERIOR UPGRADE PACKAGE), cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR OPTION BELOW) (DW920)	1	\$11,022.00	\$11,022.00
2025-05002-0926	POLICE: (Interior Lightbar) Installed equipment includes: Whelen DUO interior windshield lightbar package. (FRONT) Whelen XLP DUO windshield lightbar. Dual color (RED driver/BLUE pass) including full front white scene light. (Requires POLICE Whelen base package) (DW926)	1	\$1,923.00	\$1,923.00

#### Catalytic Converter Marking

Our organization declines catalytic converter marking

#### Quote Totals

	<b>Total Vehicles:</b>	1
	<b>Sub Total:</b>	\$68,873.00
	<b>8.4 % Sales Tax:</b>	\$5,785.33
	<b>Quote Total:</b>	\$74,658.33

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Consent**Date Rec'd**

8/28/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

POLICE

**Bid #****Contact Name/Phone**

MATT COWLES 4115

**Requisition #****Contact E-Mail**

MCOWLES@SPOKANEPOLICE.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

WTSC DUI TRAINING &amp; OUTREACH GRANT

**Agenda Wording**

Acceptance of Training/Outreach Grant from WTSC

**Summary (Background)**

The Spokane Police Department is requesting acceptance of a federal grant, through the Washington Traffic Safety Commission, to provide funding for a officer that will provide training on impaired driving enforcement. This is a continuation of a previous grant as well. Grant ID# 2026-FG-5700 period of performance October 1st, 2025 through September 30th, 2026 under ALN#20.608



**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 225,000.00	
Current Year Cost		\$ 225,000.00	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Funds to be used for \$203,000 towards one current FTE, \$8,000 for travel expenses, and \$14, 000 for goods & services.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 225,000.00	#	1620-XXXXX-99999-33316-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	SCHMITT, KEVIN
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Edica Esqueda eesqueda@wtsc.wa.gov		SPDFinance@spokanecity.org	
tfuller@spokanepolice.org			



**INTERAGENCY AGREEMENT**  
**BETWEEN THE**  
**Washington Traffic Safety Commission**  
**AND**  
**Spokane Police Department**

**2026-FG-5700-Spokane Police Department Outreach and Training Program**

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

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.608, for traffic safety grant project 2026-FG-5700-Spokane Police Department Outreach and Training Program.

**2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties or October 01, 2025, whichever is later, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

### **3. STATEMENT OF WORK**

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

#### **3.1 SCOPE OF WORK**

##### **3.1.1 Problem ID and/or Opportunity**

Washington had 810 traffic deaths in 2023, according to preliminary data collected by the Washington Traffic Safety Commission (WTSC). This represents a 10% increase from 2022 and is the largest number of traffic deaths in Washington since 1990. In the City of Spokane, we have seen a 300% increase in impaired driver-related fatalities from 2018 to 2023.

The City of Spokane is the second-largest city in Washington State, with a population of 228,989 as of 2020. The Spokane County area, with over half a million residents, is the fourth-largest county in the state. In 2022, the Spokane Police Department removed its Motor/Traffic Unit to address a significant staffing shortage. However, the department retained two DUI-dedicated officers in the Traffic Unit until April 2024, when they were reassigned to help with staffing needs.

The DUI-dedicated officers are vital members of the Spokane Therapeutic and Accountability DUI Court Team. They played a crucial role in teaching Standardized Field Sobriety Tests (SFST) and Blood Alcohol Content (BAC) courses at the Spokane Criminal Justice Training Commission (C.J.T.C.) / Basic Law Enforcement Academy (B.L.E.A.). In recent years, the C.J.T.C. / B.L.E.A. removed the Controlled Drinking Session from their curriculum, which has historically played a critical role in training new law enforcement officers for impaired driving investigations and future DUI court testimony.

The Spokane Police Department has continued to offer the Controlled Drinking Session at the Spokane B.L.E.A. academy, but may be unable to do so without DUI-dedicated officers to teach and oversee these sessions. Officers attending the Spokane B.L.E.A. academy come from city and county agencies across Washington.

##### **3.1.2 Project Purpose and Strategies**

The purpose of this project is to enhance the training and skills of Spokane City Police officers, as well as other officers in the Spokane County area, in identifying and successfully investigating impaired drivers. The project aims to ensure that all Spokane Police Officers, below the rank of Sergeant, attend tri-annual BAC and SFST refresher training. The sub-recipient anticipates an increase in impaired driving arrests as a result of providing ARIDE training as a part of this project so that a higher number of trained officers will

attain improved skills.

Additionally, the sub-recipient intends to foster a renewed and more positive culture within the police department and the community, emphasizing proactive DUI enforcement. The sub-recipient will also provide targeted drug-impairment trainings to schools and medical professionals to grow their ability to identify impairment in their students/patients.

This project utilizes proven strategies IMP.2.3 and IMP.2.4 of the 2019 version of Washington's Target Zero Plan (Enhance law enforcement DUI training with Standard Field Sobriety Test (SFST) training and refresher training, Enhance law enforcement DUI training with Advance Roadside Impaired Driving Enforcement (ARIDE) training).

### 3.2 PROJECT GOALS

- 1) The SPD ID Training Coordinator will train 250 law enforcement officers on impaired driving enforcement by September 30, 2026.
- 2) The SPD ID Training Coordinator will maintain skills and knowledge of current issues and practices in impaired driving enforcement by attending at least 3 training events in FFY2026.
- 3) The SPD ID Training Coordinator will participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.
- 4) Conduct at least 2 DITEP training courses for Public School Educators, and 2 Community Drug/Alcohol trainings Hospital, Medical Facility, or other Health Care Providers by September 30, 2026.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

### 3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$225,000.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC),

as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over \$10,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of \$10,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. Any equipment purchased with NHTSA funds must be used exclusively for traffic safety purposes or the cost must be pro-rated. If required under the Buy America Act, SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of



\$10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

### 3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

**Year 1:** \$225,000.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

### **4. ACTIVITY REPORTS**

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

### **5. ADVANCE PAYMENTS PROHIBITED**

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

### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

## **7. ALL WRITINGS CONTAINED HEREIN**

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

## **8. SUBCONTRACTING REQUIREMENTS**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 33 through 42.

## **9. ATTORNEYS' FEES**

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

## **10. BILLING PROCEDURE**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 15 of the same calendar year. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

## **11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

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

## **12. COST PRINCIPLES**

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

## **13. COVENANT AGAINST CONTINGENT FEES**

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

## **14. DISPUTES**

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

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

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

## **15. GOVERNANCE**

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

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

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

## **16. INCOME**

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

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

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

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

## **18. INDEPENDENT CAPACITY**

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

## **19. INSURANCE COVERAGE**

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

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

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

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

## **21. RECORDS MAINTENANCE**

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

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

## **22. RIGHT OF INSPECTION**

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

Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

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

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

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

## **24. SAVINGS**

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

## **25. SEVERABILITY**

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

## **26. SITE SECURITY**

While on WTSC premises, or while interacting with WTSC's personnel, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations and not interfere with WTSC's operations.

## **27. TAXES**

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

## **28. TERMINATION FOR CAUSE**

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

## **29. TERMINATION FOR CONVENIENCE**

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

## **30. TREATMENT OF ASSETS**

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the



SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

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

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

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

### **31. STATE NONDISCRIMINATION**

31.1 Nondiscrimination Requirement. During the term of this Agreement, SUB-RECIPIENT, including any subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUB-RECIPIENT, including any subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUB-RECIPIENT, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. SUB-RECIPIENT, including any subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUB-RECIPIENT, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT, including any subcontractors, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that SUB-RECIPIENT, including any subcontractors, is cooperating with the investigating state agency. In the event SUB-RECIPIENT, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Agreement in whole or in part, and SUB-RECIPIENT, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The SUB-RECIPIENT, or subcontractor, may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, SUB-RECIPIENT, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference

between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to SUB-RECIPIENT or subcontractors, or that thereafter become due, an amount for damages SUB-RECIPIENT or subcontractor will owe WTSC for default under this provision.

### **32. WAIVER**

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

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

### **33. BUY AMERICA ACT**

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

### **34. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

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

34.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

reason of changed circumstances.

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

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

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

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

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

34.9. Except for transactions authorized under paragraph 34.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

## Covered Transactions

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

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

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

35.1. The SUB-RECIPIENT shall:

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

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

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.4. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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

### **36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **37. FEDERAL LOBBYING**

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

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

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

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

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

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

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

38.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination

(“Federal Nondiscrimination Authorities”). These include but are not limited to:

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

38.1.1.2. 49 CFR part 21

38.1.1.3. 28 CFR section 50.3

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

38.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

38.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

38.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

38.1.1.8. The Civil Rights Restoration Act of 1987

38.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

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

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

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

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

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

### **39. POLITICAL ACTIVITY (HATCH ACT)**

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

federal funds.

#### **40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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

#### **41. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **42. CERTIFICATION ON CONFLICT OF INTEREST**

##### **General Requirements**

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

42.2. Based on this policy:

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

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

##### **Disclosure Requirements**

42.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to



perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

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

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

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

**43. DESIGNATED CONTACTS**

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

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Teresa Fuller tfuller@spokanepolice.org 509-209-7188	Edica Esqueda eesqueda@wtsc.wa.gov 360-725-9886 ext.

**44. AUTHORITY TO SIGN**

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Spokane Police Department**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature-City Clerk

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature-Assistant City Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WASHINGTON TRAFFIC SAFETY COMMISSION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# APPENDIX A

## Project Costs

### Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits		\$203,000.00	0%	\$0.00	\$203,000.00
Travel		\$8,000.00	0%	\$0.00	\$8,000.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services		\$14,000.00	0%	\$0.00	\$14,000.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$225,000.00		\$0.00	\$225,000.00

#### Employee Salaries & Benefits: \$203,000

These funds will provide funding to support approximately 2080 hours of officer activities to act as the Spokane Police Department Traffic Unit Impaired Driving Training Coordinator (SPD IDTC). They will cover expenses for the activity of one officer to assist with the instruction and preparation of impaired driving training, as well as costs associated with other aspects of managing and implementing the project. The SPD ID Training Coordinator may work overtime to support additional training/court activities. The WTSC will incorporate budget adjustments for cost of living and other wage increases through future contract negotiations, upon prior approval from the WTSC Program Manager.

#### Travel: \$8,000

These funds will cover airfare, hotel, mileage, luggage fees, tolls, and travel expenses related to training events attended or conducted by SPD's Impaired Driving Training Coordinator. Travel expenses will be reimbursed following the Spokane Police Department travel policy unless otherwise agreed to by the IDTC and WTSC Program Manager in which travel rules will default to the WTSC travel policy. Meals will not be reimbursed if provided as part of the training or conference. The IDTC should endeavor to utilize a city or assigned vehicle when traveling to training or other events.

#### Goods or other expenses: \$14,000

Printing of manuals and materials for classes, posters that will be used as training aids, and conference event registration fees. Funding support for healthy snacks and beverages for the controlled drinking session. Grant funds may not be used for the purchase of alcohol.

Any costs not listed in the budget narrative must be pre-approved by the WTSC Program Manager prior to purchase.

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.
2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.
3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

## Objectives and Measures

**Goal 1 - The SPD ID Training Coordinator will train 250 law enforcement officers on impaired driving enforcement by September 30, 2026.**

Objective	Objective Details	Completion Date
Provide ARIDE training based on officer demand, with a goal of 2 trainings per year.	SPD Academy will record who attends ARIDE trainings and report it to the Washington State DEC program.	09/30/2026
Provide 4 BAC/SFST refresher trainings annually.	SPD Academy will record who attends BAC/SFST trainings and report it to the Washington State DEC program.	09/30/2026
Provide 1 full BAC and/or DUI Detection/SFST	SPD Academy will record who attended SFST and BAC trainings and report it to the	09/30/2026

training Annually.	Washington State DEC program.	
Deliver additional impaired driving training, as requested.	SPD IDPC will record any courses taught, training given, and events participated in for this program.	09/30/2026
Participate as an instructor for impaired driving training events throughout the State of Washington, such as DRE Schools, DRE Instructor Schools, SFST Instructor Schools, ARIDE courses, and TSRP courses.	The SPD IDPC will record and document courses and hours of training hours taught.	09/30/2026
Attend DRE Advisory Board meetings, DRE Regional Coordinator Meetings throughout the year.	SPD IDPC will record all DRE Advisory Board Meetings, DRE Regional Coordinators Meeting.	09/30/2026
Provide training summaries to the WTSC in quarterly reports.	Report any additional information not included in the other objectives.	09/30/2026
Provide a minimum of 1 controlled drinking session for current law enforcement officers.  Grant funds may not be used for the purchase of alcohol.	The SPD IDTC will work with the WTSC to promote the controlled drinking session. The SPD IDPC will follow all established guidelines and procedures in accordance with the controlled drinking session. Additional resources may be provided to assist with overtime costs to support additional controlled drinking sessions.	09/30/2026
Coordinate and support at least 2 phlebotomy trainings per year.	The SPD ID Training Coordinator will work with other interested jurisdictions to receive phlebotomy training.	09/30/2026

Measure	Reporting Frequency	Type	Target
Percent of officers reporting a higher level of confidence making DUI arrests, measured with a pre/post training survey.	Annual	Outcome	75
Number of BAC/SFST full and refresher trainings provided.	Annual	Process	3
Percent of training participants providing feedback through course evaluations for course improvement.	Annual	Process	100

Number of officers who attend BAC/SFST full and refresher trainings.	Quarterly	Process	30
Number of ARIDE trainings provided.	Annual	Process	2
Number of officers who complete ARIDE training.	Quarterly	Process	20
Number of SPD DUI arrests per year.	Quarterly	Process	300

**Goal 2 - The SPD ID Training Coordinator will maintain skills and knowledge of current issues and practices in impaired driving enforcement by attending at least 3 training events in FFY2026.**

Objective	Objective Details	Completion Date
Attend IACP Impaired Driving Conference.	<p>This conference brings leaders in law enforcement together to provide training in impaired driving and traffic enforcement.</p> <p>Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC.</p>	09/30/2026
Identify and attend 2 other professional development events to grow and maintain knowledge and skills in impaired driving enforcement.	<p>It is critical that the IDTC has the knowledge and skills to be a trusted leader and instructor of impaired driving enforcement topics. They should seek training opportunities to stay at the cutting edge of the field.</p> <p>Send requests to assigned WTSC Program Manager prior to attending the training event.</p> <p>Send a post-training report detailing how the professional development will influence future trainings provided by the IDTC. These training events may include LEL/TSC meetings or other trainings offered by the WTSC.</p> <p>Additional training events must be pre-approved by the WTSC Program Manager.</p>	09/30/2026



Measure	Reporting Frequency	Type	Target
Number of trainings attended by IDTC.	Quarterly	Process	1

**Goal 3 - The SPD ID Training Coordinator will participate as full-time member of the Spokane Municipal Therapeutic and Accountability Court.**

Objective	Objective Details	Completion Date
Attend and participate in DUI court meetings.	Depending on court schedule, they reoccur 1x a month or quarterly.	09/30/2026
Attend DUI court Staffing/Court meetings.	Meetings occur on a weekly basis.	09/30/2026
Respond to potential serious violations and, if necessary, initiate a call-out response to take participants into custody for relapses or when they pose a risk to themselves or the community.	Respond to 100% of potential serious violations within 24 hours of occurrence, and, if necessary, initiate a call-out response within 12 hours to take participants into custody for relapses or when they pose a risk to themselves or the community.	09/30/2026

Measure	Reporting Frequency	Type	Target
Number of DUI court meetings	Quarterly	Process	1
Number of DUI court Staffing meetings.	Quarterly	Process	12
Percent of serious violations responded to within 24 hours of occurrence.	Annual	Outcome	100

**Goal 4 - Conduct at least 2 DITEP training courses for Public School Educators, and 2 Community Drug/Alcohol trainings Hospital, Medical Facility, or other Health Care Providers by September 30, 2026.**

Objective	Objective Details	Completion Date
Provide 2 Drug Impairment Training for Educational Professional (D.I.T.E.P.) Requested by ESD 101. Any Additional training may be conducted, by request, as time allows.	SPD IDPC Unit will record number of Educational Professional's, (School Nurses, School Security, Counselors and administrators) who attend and report it to the Washington State DEC program. As requested by ESD 101.	09/30/2025
Provide 2 Community Drug/Alcohol training to Hospital, Medical Facility, or other Health Care Provider. Additional requests may be conducted, by request, as allowed.	SPD IDPC will record who attends and collect any evaluations on training.  SPD IDPC will work with the WTSC and the SBIRT training program to familiarize themselves with the training content and connect medical professionals to the screening tool.	09/30/2025
In collaboration with the Spokane Region Target Zero Manager, the SPD ID Training Coordinator will provide trainings for schools in the Spokane region and operate as local resource for interested schools.	SPD IDPC will record who attends and collect any evaluations on training.	09/30/2025

Measure	Reporting Frequency	Type	Target
Number of Educational Professionals who attend DITEP trainings.	Annual	Process	20
Number of Community Drug/Alcohol Trainings.	Quarterly	Process	2
Number of Medical professionals who attend trainings conducted.	Quarterly	Process	20
Number of other trainings delivered to respond to other impaired driving needs.	Quarterly	Process	2

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Consent**Date Rec'd**

8/26/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

POLICE

**Bid #****Contact Name/Phone**

MATT COWLES 4115

**Requisition #****Contact E-Mail**

MCOWLES@SPOKANEPOLICE.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

ACCEPT JAG24 SUBAWARD

**Agenda Wording**

Acceptance of indirect Dept. of Justice JAG24 grant through Spokane County.

**Summary (Background)**

The Spokane Police Department and Spokane County agreed under OPR 2024-0986 to jointly apply for Edward Byrne Memorial Justice Assistance Grant (JAG) FY24. The award was formally accepted with the County as the primarily recipient. Funds are now being subawarded to Spokane PD for continued implementation of its red dot sight program. Period of performance 10/01/2023 to 09/30/2027. ALN #16.738. Special budget ordinance is also being requested to reflect the new grant in the 2025 budget.

**What impacts would the proposal have on historically excluded communities?**

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 76,478.00	
Current Year Cost		\$ 76,478.00	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
Funds to be used for one-time equipment purchases.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 76,478.00	#	1620-91839-99999-33316-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	HALL, KEVIN	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>Division Director</u>	HALL, KEVIN	<u>ACCOUNTING -</u>	SCHMITT, KEVIN
<u>Accounting Manager</u>	SCHMITT, KEVIN		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<b>Distribution List</b>			
Jessica Honl jhonl@spokanecounty.gov		SPDFinance@spokanecity.org	

# **AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE POLICE DEPARTMENT IN CONJUNCTION WITH FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT**

<b>1. Grantee</b> City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260		<b>2. Contract Amount</b>  <div style="text-align: center; font-weight: bold;">\$76,478.00</div>		<b>3. Tax ID#</b> <div style="text-align: center;">91-6001370</div>	
				<b>4. UEI#</b>  <div style="text-align: center; font-weight: bold;">PDNCLY8MYJN3</div>	
<b>5. Grantee Representative</b> Matthew Cowles Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4115 mcowles@spokanepolice.org		<b>6. County's Representative</b> Heather Arnold Grants Administrator Spokane County 1116 W. Broadway Avenue Spokane, WA 99260-2052 (509) 477-7272 harnold@spokanecounty.org			
<b>7. Grantor ID #</b>		<b>8. Original Grant ID#</b> 15PBJA-24-GG-05278-JAGX		<b>9. Start Date</b> 10/1/2023	
				<b>10. End Date</b> 9/30/2027	
<b>11. Funding Source:</b> <div style="text-align: center;"> <input checked="" type="checkbox"/> Federal    <input type="checkbox"/> State    <input type="checkbox"/> Other         </div>					
<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 COUNTY 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 UEI Numbers .</b>					
<b>FOR THE GRANTEE:</b>			<b>FOR THE COUNTY:</b>		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

**(FACE SHEET)**

## **1. SERVICES**

- 1.1. The CITY 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 COUNTY shall reimburse the CITY an amount not to exceed Seventy-Six Thousand Four Hundred Seventy-Eight Dollars (\$76,478.00) 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 CITY's reimbursement for services set forth in Attachment A shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment B and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including 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 COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. 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, 2027.

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

**Jessica Honl**  
**Spokane County**  
**1116 W. Broadway Avenue**  
**Spokane, WA 99260-2052**  
**[jhonl@spokanecounty.org](mailto:jhonl@spokanecounty.org)**

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

## **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 COUNTY 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 CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

## **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 CITY shall procure audit services based on the following guidelines.
- 7.1.2. The CITY 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 CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
- 7.1.4. The COUNTY reserves the right to recover from the CITY 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 CITY must respond to the COUNTY 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 CITY, if expending \$1,000,000.00 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 CITY 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 CITY in accordance with 2 CFR Part 200.
- 7.2.3. The CITY shall include the above audit requirements in any subcontracts.
- 7.2.4. In any case, the CITY's financial records must be available for review by the COUNTY and the Department of Justice.
- 7.3. Documentation Requirements
  - 7.3.1. The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 5 Compensation.
  - 7.3.2. In addition to sending a copy of the audit, when applicable, the CITY must include:
    - 7.3.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY; and
    - 7.3.2.2. Copy of the Management Letter.

## **8. REPORTING REQUIREMENTS**

- 8.1. The CITY 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 CITY 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 CITY 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 CITY 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 COUNTY 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 CITY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## **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 CITY'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 CITY 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 CITY, the CITY 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 COUNTY.
- 12.2. The CITY 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 CITY is required to ensure compliance with this requirement.

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

- 13.1. The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement.

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

- 14.1. The CITY 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 CITY 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 COUNTY indicating that it is not required to develop an EEOP.
- 15.2. If the CITY is required to develop an EEOP but not required to submit the EEOP to the OCR, the CITY will submit a certification to the OCR and the COUNTY certifying that it has an EEOP on file which meets the applicable requirements. If the CITY 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 EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the COUNTY. 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 CITY currently has other active awards of federal funds, or if the CITY receives any other award of federal funds during the period of performance for this award, the CITY 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 CITY 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 COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. 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 CITY agrees to 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.

- 18.3. 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 CITY 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 CITY 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 COUNTY, 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 County, its' officers, agents and employees are named as an additional insured with respect to the 2022 JAG Agreement between the City and Spokane County."
  - 19.1.3. WORKERS COMPENSATION: If the CITY 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 CITY's assurance that coverage is in effect.
  - 19.1.4. PROFESSIONAL LIABILITY INSURANCE: The CITY 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 COUNTY. The CITY'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 CITY and returned to the Spokane County 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 COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the CITY'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 COUNTY shall be excess and not contributory insurance to that provided by the CITY.
- 19.4. The CITY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County 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 FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT". Upon request, the CITY shall forward to the Risk Management Department the original policy, or endorsement obtained.
- 19.5. Failure of the CITY 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 COUNTY's discretion.
- 19.6. Providing coverage in the above amounts shall not be construed to relieve the CITY from liability in excess of such amounts.
- 19.7. The CITY shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the CITY 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 COUNTY may collect from the CITY the full amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the CITY to the accident fund from the amount payable to the CITY by the COUNTY 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 CITY.
- 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 CITY shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.



- 20.2. The CITY 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 COUNTY, personnel duly authorized by the COUNTY, 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 COUNTY determines that the CITY failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to the CITY. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.
- 21.2. In the alternative, COUNTY upon written notice may allow the CITY a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the CITY in whole or in part, or may restrict the CITY's right to perform duties under this Agreement. Failure by the CITY to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to the CITY.
- 21.3. "Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by the CITY's actions or negligence. If the Agreement is terminated for cause, the CITY shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original agreement and the replacement 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, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the COUNTY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

## **23. TERMINATION PROCEDURES**

- 23.1. After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the CITY 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 COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of County; and
- 23.1.3. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.
- 23.2. Upon termination of the Agreement, COUNTY shall pay the CITY for any service provided by the CITY under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur.
- 23.3. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that the CITY fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.
- 23.4. Repayment by the CITY of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

## **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. COUNTY REPRESENTATIVE**

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

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

**26. WAIVER**

- 26.1. No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

**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 COUNTY, 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 CITY shall submit to the COUNTY, 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 CITY's or government's expense, shall contain the following statements:
- 34.1.1. "This project was supported by Grant No. **15 PBJA-24-GG-05278-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 CITY has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce the CITY to execute the same.

**36. ANTI-KICKBACK**

- 36.1. No officer or employee of the CITY, 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 CITY without prior written consent of COUNTY.

**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 CITY is a "State," a local government, or a "public" institution of higher education:
- 39.1.1. The CITY may not obligate Agreement funds if, at the time of the obligation, the "program or activity" of the CITY (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 CITY may not obligate award funds to reimburse itself if, at the time it incurs such costs, the program or activity of the CITY (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 CITY shall be considered, for all purposes, to be a material representation by the CITY to OJP that, as of the date the CITY requests the drawdown, the CITY 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 CITY must promptly notify the COUNTY (in writing) if the CITY, from its requisite monitoring of compliance with award conditions or otherwise, has

credible evidence that indicates that the funded program or activity of the CITY, 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 COUNTY, should the subcontractor have such credible evidence regarding an information-communication restriction.

- 392. 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.
- 393. Absent an express written determination by the COUNTY or DOJ to the contrary, based upon a finding by the COUNTY or DOJ of compelling circumstances (e.g., a small amount of Agreement funds obligated by the CITY at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the CITY 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 COUNTY or DOJ will give great weight to evidence submitted by the CITY 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.
- 394. Rules of Construction
  - 394.1. 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
  - 394.2. 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 CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - 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;

- 40.13. 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
- 40.14. 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 CITY is unable to certify to any of the statements in this Agreement, the CITY shall attach an explanation to this Agreement.
- 40.3. The CITY agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- 40.4. The CITY further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### LOWER TIER COVERED TRANSACTIONS

- 40.1. 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.
- 40.2. 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 COUNTY 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 CITY by COUNTY that is designated as "confidential" by COUNTY;
  - 41.12. All material produced by the CITY that is designated as "confidential" by COUNTY; and

- 41.13. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 41.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY 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 COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
- 41.3. Unauthorized Use or Disclosure. The CITY shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **42. CONFLICT OF INTEREST**

- 42.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COUNTY may, in its sole discretion, by written notice to the CITY 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 CITY 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 CITY 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 COUNTY that a conflict of interest exists, the CITY 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 COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of a breach of the Agreement by the CITY. The rights and remedies of the COUNTY 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 COUNTY 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 COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.
- 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 CITY hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CITY warrants and represents that the CITY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.
- 43.4. The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.
- 43.5. The CITY 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 CITY 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 COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten (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.

502. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.

503. 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 CITY, 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.

504. 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 CITY 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."
- 51.12. Monitoring. The CITY's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- 51.13. 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.
- 51.14. 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.
- 51.15. 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**

521. 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 CITY 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 CITY'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 CITY; 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 CITY 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 CITY'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 CITY, 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 CITY 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 CITY'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 CITY, 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 CITY 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 CITY and subgrantees must receive prior approval from the COUNTY 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.

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

## **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

COUNTY or OJP taking appropriate action with respect to the CITY and the agreement. Among other things, the COUNTY may withhold funds, disallow costs, or suspend or terminate this Agreement. The COUNTY may also take other legal action as appropriate.

602. 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 CITY 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 CITY 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 CITY, consistent with regular document retention requirements, and must be made available to the COUNTY 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 CITY 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 CITY must disclose that fact and certain related information to the COUNTY and DOJ by email at [harnold@spokanecounty.org](mailto:harnold@spokanecounty.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 CITY's past performance, or other programmatic or financial concerns with the CITY. The CITY'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 CITY, 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 CITY's breach procedures must include a requirement to report actual or imminent breach of PII to the COUNTY'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 CITY shall provide right of access to its facilities to the COUNTY, 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 COUNTY premises, the CITY, 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 CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by the CITY to provide the services under the terms of this Agreement agree to comply with this Agreement. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

**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 CITY (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 CITY 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 CITY staff, all payments accrued on account of payroll taxes, unemployment contributions, the CITY income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

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

The Agreement is to clearly identify the roles and responsibilities of the CITY as they relate to the FY24 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, 2023 and terminates September 30, 2027. 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 CITY 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 Spokane County 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-24-GG-05278-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 January 1, 2019, 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><u>Funding Category</u></b>	<b><u>Computation</u></b>	<b><u>Amount</u></b>
<b>CITY OF SPOKANE POLICE DEPARTMENT</b>		
• Holsters	Qty 62 X Cost \$157.00	\$9734.00
• Ammunition	Qty 62 cases X \$435.00	\$27,002.00
• Trijicon Rugz'd Sights	Qty 62 X \$502.00	\$31,124.00
• Suppressor Sights	Qty 62 X \$90.00	\$5,580.00
• Milling	Qty 62 X \$38.00	\$2,356.00
• Seal Plates	Qty 62 X \$11.00	\$682.00
<b>Total Budget</b>		<b>\$76,478.00</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 CITY shall obligate all grant funds prior to June 30, 2027.** 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 COUNTY.

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 CITY 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 CITY 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.

**Spokane County**  
**INVOICE VOUCHER**

Subrecipient Number	Award Number	Award Name

<b>AGENCY NAME</b>
Spokane County Office of Financial Assistance Grants Administrator 1116 W Broadway Spokane, WA 99260 Spokane City
<b>CLAIMANT (Warrant is to be payable to)</b>
Spokane Police Dept. 1100 W. Mallon Spokane, WA 99260

*INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.*

*Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane CITY, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant , subgrant or funding source.*

BY \_\_\_\_\_  
(SIGN IN INK)

\_\_\_\_\_ (TITLE) \_\_\_\_\_ (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)		RECEIVED BY	DATE RECEIVED
➡			
DATE	DESCRIPTION	AMOUNT BILLED	



## **ATTACHMENT C**

### **STATEMENT OF ASSURANCES**

The CITY:

1. The CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY or subrecipient would or might fall within the scope of an appropriations-law restriction, the CITY 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 CITY 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 CITY 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 CITY 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 CITY agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the CITY's Agreement. Further the CITY 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 CITY's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the CITY'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 CITY 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 CITY 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 CITY or individuals defined as employees of the CITY. Details of CITY’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.prfl>.
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 CITY (or subgrantee, with respect to a subaward) is required to establish a trust fund account. The CITY (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 CITY 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 CITY:**

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
TITLE

**ATTACHMENT D**

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

NAME    City of Spokane		Doing business as (DBA) <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>	
ADDRESS 1100 W Mallon Ave Spokane, WA 99260	Applicable Procurement or Solicitation #, if any: <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>	WA Uniform Business Identifier (UBI) <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>	Federal Employer Tax Identification #: <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>
<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

<b>Subrecipient Agency:</b> City of Spokane		<b>Date Completed:</b> 07/31/2025	
<b>Grant and Year:</b> JAG24, 2025		<b>Agreement Number:</b>	
<b>Completed by:</b> Kevin Schmitt	Accounting Manager	509-625-6387	
<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 checked="" 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 checked="" 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, 2023 through September 30, 2027**

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 CITY:

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

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

Response is made related to the following 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)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- 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)

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 (EEOP) Requirements**

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

Recipient's Name: <b>City of Spokane</b>	
Address: <b>808 W. Spokane Falls Blvd. Spokane, WA 99201</b>	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?    Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <b>PDNCLY8MYJN3</b>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <b>Kevin Schmitt; Accounting Manager</b>	
Telephone Number: <b>509-625-6387</b>	E-Mail Address: <b>kschmitt@spokanecity.org</b>

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

*Please check all the following boxes that apply.*

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

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

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

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

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

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

[organization],	<u>City of Spokane</u>	
[address],	<u>808 W. Spokane Falls Blvd. Spokane, WA 99201</u>	
<u>Lisa Richards</u>	<u>Lisa Richards</u>	<u>4/2/24</u>
Print or Type Name and Title	Signature	Date

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

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

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

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

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

## **ATTACHMENT J**

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

The CITY 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 CITY 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 CITY) the unique entity identifier required for SAM registration.

The details of the CITY’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 CITY Office of Financial Assistance

### Compliance Checklist

<b>A. FEDERALLY-MANDATED ACTIVITIES: EQUAL OPPORTUNITY PROGRAM</b>					
I.	EEOP total exemption criteria:	Yes	No	N/A	Comments
a.	Recipient agency (total agency/jurisdiction, not just applying component) has less than 50 employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b.	Recipient agency is an educational institution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c.	Recipient agency is an Indian Tribe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d.	Recipient agency is a medical institution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e.	Recipient agency is a non-profit organization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f.	Recipient agency's award is less than \$25,000	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Was the EEOP submitted to DOJ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Approval and Expiration dates				Effective Date: 02/29/24 Expiration Date: 02/28/26
6.	EEOP is available for review	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.	EEOP has been formulated and signed into effect within the past two (2) years	<input checked="" 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 <b>program materials</b> , etc.)?				<input checked="" type="checkbox"/> Job Announcements <input checked="" type="checkbox"/> Web Site <input checked="" 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 checked="" type="checkbox"/> Job Announcement <input checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Web Site <input checked="" type="checkbox"/> Refresher Training <input checked="" type="checkbox"/> Posters <input checked="" type="checkbox"/> Employee Handbook <input type="checkbox"/> Other (specify):

**Spokane CITY 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Policy & Procedures <input checked="" type="checkbox"/> Web Site or Intranet <input type="checkbox"/> Employee Handbook <input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>		Designee's Title: <u>HR Director</u>														
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability (How).	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/> Job Announcement <input checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Web Site <input checked="" type="checkbox"/> Refresher Training <input checked="" type="checkbox"/> Posters <input checked="" 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 checked="" type="checkbox"/> Orientation Training <input checked="" type="checkbox"/> Supervisor's Training <input checked="" type="checkbox"/> Refresher Training (type): <input type="checkbox"/> Other (specify):														
<b>Limited English Proficiency</b>					<div style="display: flex; justify-content: space-between;"> <span>Jurisdiction in general</span> <span>Law Enforcement</span> </div>														
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 checked="" type="checkbox"/>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Assessed LEP population &amp; critical services</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Hiring LEP language proficient speakers</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Training personnel in LEP languages</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Coordinating for LEP speakers in advance</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> LEP speakers called upon contact</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Language Line used</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Corresponding common phrase (crib) sheets</td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/> Assessed LEP population & critical services	<input type="checkbox"/>	<input type="checkbox"/> Hiring LEP language proficient speakers	<input type="checkbox"/>	<input type="checkbox"/> Training personnel in LEP languages	<input type="checkbox"/>	<input type="checkbox"/> Coordinating for LEP speakers in advance	<input type="checkbox"/>	<input type="checkbox"/> LEP speakers called upon contact	<input type="checkbox"/>	<input type="checkbox"/> Language Line used	<input type="checkbox"/>	<input type="checkbox"/> Corresponding common phrase (crib) sheets	<input type="checkbox"/>
<input type="checkbox"/> Assessed LEP population & critical services	<input type="checkbox"/>																		
<input type="checkbox"/> Hiring LEP language proficient speakers	<input type="checkbox"/>																		
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<input type="checkbox"/> Coordinating for LEP speakers in advance	<input type="checkbox"/>																		
<input type="checkbox"/> LEP speakers called upon contact	<input type="checkbox"/>																		
<input type="checkbox"/> Language Line used	<input type="checkbox"/>																		
<input type="checkbox"/> Corresponding common phrase (crib) sheets	<input type="checkbox"/>																		
14.	Limited English Proficiency (LEP) – Written policy on providing language access to services ( <i>Not a requirement, a question</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Jurisdiction in general <input type="checkbox"/> Law Enforcement														
		Yes	No	N/A	Comments														

## Spokane CITY Office of Financial Assistance

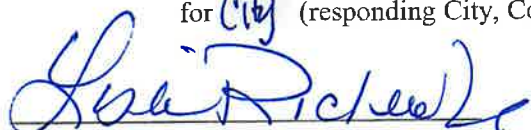
### Compliance Checklist

<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Designee's Title: <u>HK Director</u>
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"/>
<b>18.</b>	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>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>19.</b>	Does the agency have a Drug-Free Workplace policy in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>20.</b>	Who administers the Drug-Free Workplace Program?			Office or Position Title:
		Yes	No	N/A
		Comments		

## Spokane CITY Office of Financial Assistance Compliance Checklist

21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance	<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"/>	
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"/>	
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"/>	
25.	Was appropriate personnel action taken within 30 days?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>C. CONFLICT OF INTEREST</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"/>	
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"/>	
28.	Describe the allegation or finding	<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 City (responding City, County, or Tribal jurisdiction):

  
Signature (of Human Resources/Personnel Respondent)

4/6/24  
Date

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

Lisa Richards Sr. Human Resources  
Printed Name & Title of Respondent

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

NOTE: Project coordinator/liason 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.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Consent**Date Rec'd**

8/27/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

FIRE

**Bid #****Contact Name/Phone**

LANCE DAHL (509)625-7005

**Requisition #****Contact E-Mail**

IDAHL@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON MCATHCART

**Sponsoring at Administrators Request**

NO

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

BRUSH AND FUELS SERVICE AGREEMENT W/ DEPT. OF ECOLOGY

**Agenda Wording**

Brush and Fuels Service Agreement w/ Dept. of Ecology

**Summary (Background)**

The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. That grant has a five-year period of performance and a total award amount of \$1,878,000. Given the scope of the work to be done and the timeline, the department would like to partner with multiple agencies and/or contractors to increase work crew availability. This agreement between the City and WA State Department of Ecology would provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land.



**What impacts would the proposal have on historically excluded communities?**

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00. The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental

**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?**

This work aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 72,380	
Current Year Cost		\$ 72,380	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
WCC will work for a total of 47 days, with two different crews. Work will take place in December, January, and February. These crews will perform fire fuel reduction work on two parcels (Approx. 40 acres) owned by the City of Spokane.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		One-Time	
<b><u>Funding Source Type</u></b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
No, these are one-time dollars for Fire Fuel Mitigation			
<b><u>Expense Occurrence</u></b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b><u>Distribution List</u></b>			
Josiah Downey    jdow461@ecy.wa.gov		Lance Dahl    idahl@spokanecity.org	
Fire Accounting    fireaccounting@spokanecity.org		Kevin Schmitt    kschmitt@spokanecity.org	
Julie O'Berg    joberg@spokanecity.org		Tom Williams    tmwilliams@spokanecity.org	



## AGREEMENT NO WCC-25020

### AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY  
AND

City of Spokane, Spokane Fire Department(SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Spokane, Spokane Fire Department, hereinafter referred to as the "SPONSOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

#### STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

#### PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2025 and be completed on 9/30/2026 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

#### COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$72,380. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services @\$1,540/day for 47 days	72,380
Total SPONSOR Cost	\$72,380
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$346,957 annually per WCC Crew consisting of five WCC Members and one WCC Supervisor and/or \$45,907 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs

#### BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.



#### AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

#### CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

#### FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

#### GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### INDEPENDENT CAPACITY

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

#### MUTUAL AGREEMENT

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

#### ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

#### RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

#### RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

#### RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, 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.

#### SEVERABILITY

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

#### TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HERIN

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.

## AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

<p>The Contract Manager for ECOLOGY is:</p> <p>Josiah Downey  PO Box 47600  Olympia, WA 98504  (360)480-2603  jdow461@ecy.wa.gov</p>	<p>The Contract Manager for SPONSOR is:</p> <p>Lance Dahl  44 W Riverside Ave  Spokane WA 99201  5099811176  idahl@spokanecity.org</p>
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IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington  
Department of ECOLOGY

SPONSOR  
City of Spokane, Spokane Fire Department

Signature

Date \_\_\_\_\_

Signature

Date \_\_\_\_\_

Printed Name, Title

Printed Name, Title

## STATEMENT OF WORK

### Appendix A

#### Work Summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

#### Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather, including hazardous air quality, makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 169 days (approximately 42 weeks) during program service year (October-September).
2. Enroll members to begin service no sooner than October 1, 2025 and no later than October 16, 2025. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies and absences lasting 20 days or more. If a crew has two or fewer individuals available to serve, ECOLOGY will not bill for that service day.
7. If members are enrolled in Americorps, then these policies and procedures are in place:
  - a. Members enrollment start and end dates will reflect the timeframe to complete a 1700-hour, full-term service year or a 1200-hour, three-quarter service term in order to receive an AmeriCorps Education Award.
  - b. WCC members will have one day dedicated to MLK Community Service, listed in Appendix B.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

6. If members are enrolled in AmeriCorps, then these policies and procedures are in place:

**AmeriCorps Prohibited Activities:**

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
  - I. A business organized for profit;
  - II. A labor union;
  - III. A partisan political organization;
  - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

2025-2026 WCC Events Calendar

October							November							December							January						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7	5	6	7	8	9	10	11
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	12	13	14	15	16	17	18
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	19	20	21	22	23	24	25
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30				24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

February							March							April							May						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
						1	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
2	3	4	5	6	7	8	2	3	4	5	6	7	8	13	14	15	16	17	18	19	11	12	13	14	15	16	17
9	10	11	12	13	14	15	9	10	11	12	13	14	15	20	21	22	23	24	25	26	18	19	20	21	22	23	24
16	17	18	19	20	21	22	16	17	18	19	20	21	22	27	28	29	30				25	26	27	28	29	30	31
23	24	25	26	27	28	28	23	24	25	26	27	28	29														

June							July							August							September						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	2	3	4	5	6	7		1	2	3	4	5	6	3	4	5	6	7	8	9	7	8	9	10	11	12	13
8	9	10	11	12	13	14	6	7	8	9	10	11	12	10	11	12	13	14	15	16	14	15	16	17	18	19	20
15	16	17	18	19	20	21	13	14	15	16	17	18	19	17	18	19	20	21	22	23	21	22	23	24	25	26	27
22	23	24	25	26	27	28	20	21	22	23	24	25	26	24	25	26	27	28	29	30	26	27	28	29	30		
29	30						27	28	29	30	31			31													

	Holiday (observed) - day off		AmeriCorps swearing-in (0.5 day - virtual)		Start date (FT/Oct. 3QT=10/1, Jan. 3QT=1/20, QT=6/8)
	Orientation - regional		Credit card log due		PDPs due (Feb: Jan. 3/4 term, May: Oct. 3/4 term, Jul: QT)
	Assistant supervisor training		eTime: Hours entered		End date (FT/Jan. 3QT/QT=9/10, Oct. 3QT=6/4)
	MLK: Supe holiday, member service day		eTime: Prior pay period approval due		End-of-year presentations
	Individual placement meeting (in-person)		Payday (10th & 25th, varies on weekends)	<b>8/20 Olympic; 8/27 S. Puget Sound; 9/3 Central/E. WA, S. King County &amp; N. King County/Snohomish; 9/10 Northwest</b>	
	Training conference		Production (last Thursday of the month)	<b>Shutdown Weeks:</b>	
	3/4-term member orientation (virtual)		Supervisors: Crew interviews		Supervisors: Finalize interviews/enrollment
	Extended management & ops meeting		Noxious weed control workshops		Supervisors: Cross-training
	Spike (2 wks on special assignment)				Supervisors: All staff meeting & prep days
	TBD				

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	180	November	130	December	180	January	160
February	150	March	180	April	180	May	150
June	170	July	170	August	170	September	60
FT: Oct. 1-sept. 10	1880	Oct. 3QT: Oct. 1-June 4	1350	Jan. 3QT: Jan. 20-Sept. 10	1300	QT: June 8-Sept. 10	530

FT: 1700-hr min, \$7,395 Ed Award

3QT: 1200-hr min, \$5,176.5 Ed Award

QT: 450-hr min, \$1,956.35 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/08/2025**Committee Agenda type:** Consent**Date Rec'd**

8/26/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 10/06/2025**Submitting Dept**

FIRE

**Bid #**

SOLE SOURCE

**Contact Name/Phone**

MIKE FORBES (509)435-7029

**Requisition #****Contact E-Mail**

MFORBES@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

RESCUE WATERCRAFT UPFITTING

**Agenda Wording**

Contract with Iron Aero Marine & Metalworks Ltd. of Alberta, Canada for the upfitting of a city owned watercraft for use by the water rescue team.

**Summary (Background)**

Approval for the upfitting a city owned personal water craft (PWC) with a heavy duty, aluminum hull. This type of watercraft is commonly used by water rescue teams around the world in low water conditions our team experiences throughout the year.



**What impacts would the proposal have on historically excluded communities?**

This watercraft would be used for rescue throughout the city/county and would be available to anyone in need of our services.

**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?**

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 60,000	
Current Year Cost		\$ 60,000	
Subsequent Year(s) Cost		\$ N/A	
<b><u>Narrative</u></b>			
Community Safety Sales Tax funds, approved by voters in November, 2024, are being utilized for this service.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 60,000	#	5903-79126-94220-56404-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Taxes	
<b>Is this funding source sustainable for future years, months, etc?</b>			
N/A			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>		<u>PS EXEC REVIEW</u>	
<u>Division Director</u>		<u>PURCHASING</u>	PRINCE, THEA
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			
Dannen Jenkins (signer)    dj@ironaero.ca		Mike Forbes    mforbes@spokanecity.org	
Kyle Chase    kcchase@spokanecity.org		Fire Accounting    fireaccounting @spokanecity.org	
Kevin Schmitt    dschmitt@spokanecity.org			



**City of Spokane**

**PERSONAL SERVICE AGREEMENT**

Title: **UPFITTING OF PERSONAL WATERCRAFT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** a Washington State municipal corporation, as ("City") and **IRON AERO MARINE & METALWORKS LTD.**, 230092 56 Street East, Foothills, Alberta, Canada T1S3T1 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Upfitting of Personal Watercraft for the Fire Department in accordance with the City's Sole Source Justification, attached as Exhibit B, and Company's Estimate Nos. 1103 and 1109 which are attached as Exhibit C. In the event of a conflict between the Company and this City Agreement, the terms of this Agreement will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on August 1, 2025, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

**3. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Agreement shall not exceed **SIXTY FOUR THOUSAND AND NO/100 DOLLARS (\$64,000.00), U.S. Dollars**, plus applicable tax, for everything furnished and done under this Agreement, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

**5. CITY OF SPOKANE BUSINESS LICENSE.**

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 Company 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 Company 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.

**6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**7. INDEMNIFICATION.**

The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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.

**8. INSURANCE.**

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- 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 include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees

are additional insureds but only with respect to the Company's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in 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 and 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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **9. DEBARMENT AND SUSPENSION.**

The Company 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.

#### **10. AUDIT.**

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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.

#### **11. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **12. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

**13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

**14. 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 Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

**15. ANTI KICK-BACK.**

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.

**16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**IRON AERO MARINE & METALWORKS LTD.**

**CITY OF SPOKANE FIRE DEPARTMENT**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Exhibit A – Certification Regarding Debarment  
Exhibit B – City's Sole Source Justification  
Exhibit C – Company's Estimate Nos. 1103 and 1109

## EXHIBIT 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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. 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)



## EXHIBIT B

## EXHIBIT C

Iron Aero Marine & Metalworks Ltd.  
230092 56 ST E  
Foothills AB T1S 3T1  
+14038299948  
dj@ironaero.ca  
GST/HST Registration No.: 830661260RT0001

# Estimate

ADDRESS  
Jason Keen  
Spokane Fire Dept, Swift water  
rescue team

ESTIMATE # 1103  
DATE 08/04/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		2025 Full size Armor Ski RWC. GTR model Seadoo. Part 1 of turn key Armor ski build.			
	Sales	*Customer to supply the Seadoo pwc.*			
	Sales	Full size Armor ski river hull. 15 deg deadrise. .25" thick 6061 t6 radius keel bottom. 6061 t6 spine channel keel reinforcement. .125" 5052 formed sides. HD full length .190" box stringer system. .25" 6061 t6 wing stiffeners. Precision 1.5" 6061 t6 lifting strakes. HD intake system with integrated ez clean stomp through top deck. Includes aluminum materials, fabrication and welding.	1	29,750.00	29,750.00
	Sales	800 gph bilge pump kit, includes installation, ss waterproof switch, pump, hose and thru hull.	1	900.00	900.00
	Sales	Sand trap kit with bracket, fittings, hoses.	1	600.00	600.00
	Sales	HD 3 pass heat exchanger assy kit with bracket and fittings.	1	1,250.00	1,250.00
	Sales	Custom IBR rev bucket/nozzle	1	725.00	725.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		assy bracket.			
	Sales	Resonator delete. Custom exhaust kit.	1	750.00	750.00
	Sales	HD custom pwc ezclean stomp assy, mount kit up through the top deck. 161 mm high flow intake and machining of billet intake block.	1	5,750.00	5,750.00
	Sales	Stainless steel wear ring including installation.	1	650.00	650.00
	Sales	Option. Life sled tie point kit. Fab HD brackets, Drill, locate and mount 3 point tie off system. \$750.	1	750.00	750.00
	Sales	Option. Wetlander hull slip coating. Prep and apply 2 part primer and top coat. Adds minimal weight.	1	2,500.00	2,500.00
	Sales	Option. .375" uhmw keel skid plate. Form to match radius keel, drill, tap, seal and install with ss hardware.	1	3,950.00	3,950.00
		Note: Customized options to suit specific sar unit needs available on request.			

Thank you for the opportunity to provide a quote. Looking forward to working with you.	SUBTOTAL	47,575.00
Quote valid for 30 days for labor costs only. Pricing in CAD. Parts and materials pricing subject to change with fluctuating market costs, tariffs, etc.	GST @ 5%	2,378.75
Armor Ski Pwc require 70% non refundable deposit to secure a build spot, cover parts, materials and partial labor costs. Balance due when the build is complete and before shipping.	TOTAL	<b>\$49,953.75</b>
New BRP pwc are to be paid in full when building turn key units.		
Any questions, fell free to contact dj@ironaero.ca or call 403 829 9948.		

TAX SUMMARY

	RATE	TAX	NET
	GST @ 5%	2,378.75	47,575.00

Accepted By

Accepted Date

Iron Aero Marine & Metalworks Ltd.  
230092 56 ST E  
Foothills AB T1S 3T1  
+14038299948  
dj@ironaero.ca  
GST/HST Registration No.: 830661260RT0001

# Estimate

ADDRESS  
Jason Keen  
Spokane Fire Dept, Swift water  
rescue team

ESTIMATE # 1109  
DATE 20/06/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		2025 Full size Armor Ski RWC. GTR model seadoo. *Customer to supply and deliver new Seadoo pwc.* Part 2 of turn key Armor ski build.			
	Sales	Disassembly and assembly of pwc. Swap ring flange, seal with ss hw. Install and align motor assy. Install heat exchanger, sand trap assy, route new coolant lines, exhaust. Install pump with ss wear ring, fuel system, intake system, electrical system, steering, trim and ibr assy. Purge coolant system. Test run.	1	13,500.00	13,500.00
	Sales	Karavan 1500 lb full size pwc trailer. Includes black powder coat finish, mag wheels, 1200lb jack, spare tire and mount.	1	2,950.00	2,950.00
	Sales	Pwc inflatable collar. Includes installation.	1	6,600.00	6,600.00
	Sales	Rigid LED flood light kit. Install, rig, wire with marine ss waterproof switch, harness.	1	925.00	925.00
	Sales	Option. LED nav light kit. Install, rig, wire with marine ss waterproof switch, harness.	1	925.00	925.00

Thank you for the opportunity to provide a quote. Looking forward to working with you.

Quote valid for 30 days for labor costs only. Pricing in CAD. Parts and materials pricing subject to change with fluctuating market costs, tariffs, etc.

Armor Ski Pwc require 70% non refundable deposit to secure a build spot, cover parts, materials and partial labor costs. Balance due when the build is complete and before shipping.

New BRP pwc are to be paid in full when building turn key units.

Any questions, fell free to contact [dj@ironaero.ca](mailto:dj@ironaero.ca) or call 403 829 9948.

SUBTOTAL	24,900.00
GST @ 5%	1,245.00
TOTAL	<b>\$26,145.00</b>

TAX SUMMARY

	RATE	TAX	NET
GST @ 5%		1,245.00	24,900.00

Accepted By

Accepted Date



## Taxes & Licenses Department

808 W Spokane Falls Blvd

Spokane WA 99201-3336

509-625-6070

taxesandlicenses@spokanecity.org

### Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

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#### Select the exemption(s) that apply:

- ☐ Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
  - ☐ Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
  - ☐ SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
  - ☐ SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
  - ☒ SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
  - ☐ SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
  - ☐ SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is \_\_\_\_\_
  - ☐ SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier
- 

### CERTIFICATION OF BUSINESS ACTIVITIES

I, Dannen Jenkins hereby do certify to the City of Spokane that the business I represent, known as Iron Aero Marine Ltd. does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Dannen Jenkins

Signature

dj@ironaero.ca

email

230092 56 St East

Address

Date: July 30, 2025

Owner

Title

403-829-9948

phone

Foothills, Alberta, Canada T1S3T1

City, State, Zip

UBI# N/A

(Washington State, if available)

---

For Internal Use only: Approved: ☒

Rejected: ☐

If rejected provide reason:

Reviewed By: *Renee Robertson*

Date: 07-30-25

Rev May 2025

Approved: Matt Boston

Approved as to form: Elizabeth Schoedel, Asst. City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.  
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
City of Spokane		Iron Aero Marine Metalworks Ltd	
808 W. Spokane Falls Blvd.		230092 56 Street East	
Spokane, WA		Foothills, AB	
POSTAL CODE 99201		POSTAL CODE T1S 3T1	
3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)			
Welding Shop & Storage - Marine Maintenance and Repair SEE ATTACHED REMARKS OVERFLOW			

4. COVERAGES
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <b>OR</b> <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	2,500	3,000,000
				- EACH OCCURRENCE	2,500	3,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	2,500	3,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY	2,500	3,000,000
				MEDICAL PAYMENTS		10,000
				TENANTS LEGAL LIABILITY	2,500	250,000
				POLLUTION LIABILITY EXTENSION		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	NON OWNED AUTOMOBILE	2,500	3,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				AGGREGATE		
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Errors and Omissions	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	Included	2,500	250,000
<input checked="" type="checkbox"/> Sudden & Accidental Pollution	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	Included	2,500	1,000,000
<input checked="" type="checkbox"/> Forest Firefighting Expense	Lloyd's of London BWC00071R9	2025/7/8	2026/7/8	Included	2,500	50,000

5. CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)
Brokerlink Inc	See Remarks on Page 2, if Applicable
Suite 101, 575 - 100 Street SW	
Edmonton, AB	
POSTAL CODE T6X 0S8	
BROKER CLIENT ID: IRONAEMA01	POSTAL CODE

8. CERTIFICATE AUTHORIZATION				
ISSUER <b>Brokerlink Inc</b>	CONTACT NUMBER(S)			
	TYPE <b>Phone</b>	NO. <b>(780) 474-8911</b>	TYPE <b>Fax</b>	NO. <b>(780) 675-2164</b>
AUTHORIZED REPRESENTATIVE <b>Tate Locke</b>	TYPE	NO.	TYPE	NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE <b>2025/7/28</b>	EMAIL ADDRESS <b>talocke@brokerlink.ca</b>		



Description of Operations/Locations/Automobiles/Special Items to which this Certificate Applies:  
The Certificate Holder is hereby added as an additional insured but only with regards to the operations of the Named Insured.  
Waiver of Subrogation granted in favor of the Certificate Holder as required by written contract prior to loss and limited to operations of the Named Insured under said contract; subject to all policy terms, conditions and exclusions.