

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 19, 2019

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@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.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|------------------------------|
| 1. Special Counsel Contract Amendment with Craig Trueblood and K & L Gates (Seattle, WA) for to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department—\$50,000. Total Contract Amount: \$103,100.
Mike Orsmy | Approve | OPR 2018-0252 |
| 2. Contract with Black & Veatch Corporation (Overland Park, KS) to assist the Water and Hydroelectric Services Department with development and implementation of water loss reduction strategies —\$74,500 (incl. tax).
Jim Sakamoto | Approve | OPR 2019-0614 |
| 3. Low Bid of <u>(to be determined at bid opening to be held on August 12, 2019) (City, ST)</u> for Maple Street Gateway-4th Avenue Living Wall—7\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside.
Dan Buller | Approve | OPR 2019-0615
ENG 2018161 |
| 4. Multiple Family Housing Property Tax Exemption Agreement with Centennial Homes, LLC for nine new | Approve | OPR 2019-0616 |

multi-family housing units located at 465 N. Nettleton, Parcel Number 25133.3409.

Ali Brast

- | | | |
|---|------------------------------|---------------|
| 5. Multiple Family Housing Property Tax Exemption Agreement with Dan Garabedian for six new multi-family housing units on a lot that already contains a separate, occupied apartment building located at 3018 E. Everett, Parcel Number 36343.1103. Tax exemption will only apply to new units. | Approve | OPR 2019-0617 |
| Ali Brast | | |
| 6. Contract Amendment with Evergreen State Towing, LLC (Spokane, WA) for the amount of an additional \$101,000 (additional \$50,500 each year) to the current \$99,000 contract for removal and disposal of abandoned recreational vehicles for the Police Department. Total two-year contract amount not to exceed \$200,000 (\$100,000 per year). Contract expires December 31, 2020. | Approve | OPR 2019-0203 |
| Eric Olsen | | |
| 7. Agreement with Spokane County Sheriff's Office to accept funding for the Edward Byrne Memorial Justice Assistant Grant Program 2018-DJ-BX-0193 award from October 1, 2017, through September 20, 2021. Grant award—139,093, with Spokane Police Department's share of the funding—\$62,591.85. | Approve | OPR 2019-0618 |
| Jennifer Hammond | | |
| 8. Report of the Mayor of pending: | Approve & Authorize Payments | CPR 2019-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| b. Payroll claims of previously approved obligations through_____, 2019: \$_____. | | CPR 2019-0003 |
| 9. City Council Meeting Minutes: _____, 2019. | Approve All | CPR 2019-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35804 Property Acquisition Fund
FROM: Loan Proceeds, \$2,500,000;
TO: Capital Expenditures, same amount.

(This action re-establishes budget authority for Parks to spend \$2.5 million of their authorized SIP loan amount to upgrade four City Golf course irrigation systems and other on-course and off-course improvements.)

Michelle Hughes

ORD C35805 General Fund
FROM: City Council—Other Miscellaneous Charges, \$1,000;
TO: Library Fund, same amount.

and

Library Fund
FROM: Library General Fund, \$1,000;
TO: Library Books, same amount.

(This action is needed to support the purchase of books for a newly purchased 24/7 library kiosk in order to increase literacy be eliminating check out barriers.)

Council Member Mumm

NO EMERGENCY ORDINANCES

NO RESOLUTIONS & FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35806** Relating to the Northeast Public Development Authority adopting a new section 7.14.020 to Chapter 7.14 of the Spokane Municipal code.
Teri Stripes

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- S1.** Letter of intent to negotiate purchase and sale Approve OPR 2019-0619
 agreement for five parcels of city-owned property in the
 Logan Neighborhood.
 Council President Stuckart
-

NO HEARINGS

Motion to Approve Advance Agenda for August 19, 2019
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The August 19, 2019, Regular Legislative Session of the City Council is adjourned to August 26, 2019.

NOTES

**Agenda Sheet for City Council Meeting of:**

08/19/2019

Date Rec'd

8/1/2019

Clerk's File #

OPR 2018-0252

Renews #Cross Ref #Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MIKE ORMSBY 6287

Project #Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR20774

Agenda Item Name

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

Craig Trueblood and K & L Gates shall act as Special Counsel for the City to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department

Summary (Background)

Outside Counsel shall provide legal services and advice to the City regarding strategy for on-going Dissolved Oxygen TMDL process, and for an integrated approach for CSO Reduction and Planning. Counsel shall assist with NPDES permitting process, development of projects and water quality risk analysis and provide strategy for response/collaboration on potential third party environmental claims.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 50,000.00

4320-30210-35141-54105

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study SessionDivision DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

craig.trueblood@klgates.com

For the Mayor

ORMSBY, MICHAEL

cconklin@spokanecity.org

Additional Approvalsaduffey@spokanecity.org;
aablinmoore@spokanecity.orgPurchasing

schoedel@spokanecity.org

kbrooks@spokanecity.org; kkeck@spokanecity.org

smsimmons@spokanecity.org

rhulvey@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
Title: **Special Counsel Contract**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Craig Trueblood of the Law Firm K & L Gates, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158 as ("**Firm**"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Firm** agreed to act as Special Counsel for the City to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department; and*

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 17, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective as of March 1, 2019.

3. AMENDMENT.

The original Contract is revised to include the following:

Additional funds need to be added to the original contract amount due to ongoing advice and counsel regarding environmental matters for the Wastewater Management Department, to include without limitation Washington Water Quality Standards, NPDES negotiations and proposed options.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

FIRM

CITY OF SPOKANE

By _____
Signature _____ Date _____

By _____
Signature _____ Date _____

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

N/A

U2019-156b

**Agenda Sheet for City Council Meeting of:**

08/19/2019

<u>Date Rec'd</u>	7/23/2019
<u>Clerk's File #</u>	OPR 2019-0614
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	A&E ROSTER
<u>Requisition #</u>	CR 20740

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	JIM SAKAMOTO 625-7854
<u>Contact E-Mail</u>	JSAKAMOTO@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4100 - WATER LOSS INTERVENTIONS & WATER AUDIT

Agenda Wording

Contract with Black & Veatch Corporation (Overland Park, KS) for \$74,500.00 (including tax) to assist the Water & Hydroelectric Services department with development and implementation of water loss reduction strategies.

Summary (Background)

Black & Veatch was chosen from the City's Architect & Engineer (A&E) Roster based on their familiarity with the City's previous audits and their experience in distribution system management and American Water Works Association (AWWA) audit methods. This contract will support development of efficient, real water loss reduction strategies. The goal is to account for and reduce current real and apparent loss.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 74,500.00		# 4100-30210-34141-54201-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> Urban Experience 8/12/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	David J. Carlson - carlsondj@bv.com
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsakamoto@spokanecity.org
<u>Additional Approvals</u>		jfinger@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	sjohnson@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Water Loss Interventions & 2018 Water Audit
Date:	12 August 2019
Author (email & phone):	Jim Sakamoto, jsakamoto@spokanecity.org , x7854
City Council Sponsor:	---
Executive Sponsor:	---
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract was included in the annual Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	---
Outcome: (deliverables, delivery duties, milestones to meet)	This contract will support development of efficient, real water loss reduction strategies. The goal is to account for and reduce current real and apparent loss.
Background/History: <i>Black & Veatch was selected through the City's Architect & Engineer (A&E) Roster based on their familiarity with the City's previous audits and their experience in distribution system management and American Water Works Association (AWWA) audit methods.</i>	
Executive Summary: <ul style="list-style-type: none"> Award Recommended to Black & Veatch Corporation (Overland Park, KS) for \$74,500.00 (including tax) Consultant chosen through the City's Architect & Engineer (A&E) Roster 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: --- Known challenges/barriers: ---	



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: Water Loss Interventions & 2018 Water Audit

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BLACK & VEATCH CORPORATION**, whose address is 11401 Lamar Avenue, Overland Park, Kansas 66211 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to evaluate and plan implementation of water loss interventions and assist with the development of the 2018 Water Audit for the City; and

WHEREAS, the Consultant was selected through the City's Architects/Engineers/Consultant Roster;

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 16, 2019 and ends on August 15, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant is authorized to begin the work outlined in the "Scope of Work" ("Work") on the beginning date above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Consultant's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **SEVENTY FOUR THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$74,500.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this

Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment to Water and Hydroelectric Services at 914 E. North Foothills Drive, Spokane, Washington 99207 or by email to wateraccounting@spokanecity.org. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserve the right to pay only that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant'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.

6. 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 Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant 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.

7. REIMBURSEABLES.

If reimburseables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above) and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply:

- A. City will reimburse Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expense specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be made available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses and in accordance with the City of Spokane Travel Policy, which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate" and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and/or dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the cur-*

rent maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day/night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.).

- G. **Vehicle Mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS Unit).
- I. **Miscellaneous Travel:** Miscellaneous travel expenses (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.) will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous Other Business Expenses:** Other miscellaneous business expenses (e.g. printing, photo development, binding) will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subconsultant invoices rebilled to the City are required.

8. 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 Consultant agrees to comply with, and to require that all subconsultants 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.

9. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

During the period of the Agreement, the Consultant 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 RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers 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 Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; 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 sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. AUDIT.

The Consultant and its subconsultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its subconsultants 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 this Agreement, the federal law shall prevail.

12. INDEPENDENT CONSULTANT.

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated to this work, nor shall those key persons, or employees of the Consultant identified as to be involved in the Project Work be replaced, removed, or withdrawn from the Work without the express consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING.

The Consultant 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 Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. 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 Consultant for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

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

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other material designed, created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subconsultants for delivery to the City under this contract shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent and register, and the ability to transfer these rights.

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

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).

18. 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.

19. DEBARMENT AND SUSPENSION.

The Consultant shall provide 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.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Consultant will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Consultant, 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.
- 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 or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant 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 Consultant. 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.

BLACK & VEATCH CORPORATION

By _____
Signature Date

Type or Print Name

Title

Consultant's UBI #

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attest:

City Clerk

Attachments that are part of this Agreement:

Exhibit A: Consultant's Proposal

Attachment B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

EXHIBIT A

PROJECT BACKGROUND AND OBJECTIVE

After completing the 2017 Water Audit under contract OPR# 2018-0415, Black & Veatch (B&V) will work with the City of Spokane (City) to evaluate and plan implementation of water loss interventions. This will include assisting with a bottom-up approach to develop efficient real loss reduction strategies. Services will also include assisting with the development of the City 2018 Water Audit. The audit project team (B&V and City personnel) will compare the 2018 data with previous audit data to determine the effectiveness of the City's water loss interventions.

The Objectives will include but not be limited to:

- In-depth evaluation of current real loss protocols
- Develop a cost-effective approach to water loss reduction
- Assist City personnel in the development of a top-down water audit using AWWA methodology
- Evaluate the data collected and determine the data grades for input to the AWWA Water Audit Software
- Determination of system losses to include the estimated cost of real and apparent loss
- Reporting of water loss reduction trends and changes from previous year
- Conduct a Recommendations Workshop to review and prioritize data and water loss improvements
- Define and compare performance indicators
- Deliver a technical memo with executive summary, benchmarking, and recommendations

The goal of this project is to assist the City with accounting for and reducing current real and apparent loss. The technical memorandum will identify current component values and will be compared to previous component values to enable the City to understand the impact of the water losses and prioritize for future analysis and interventions.

SCOPE OF SERVICES

Proposed tasks are described below. Analyses in Tasks 1 and 2 will be conducted on data from the Calendar year 2017, and Tasks 3 through 5 will use 2018 data unless otherwise specified.

Task 1: Pressure Management

B&V will introduce City personnel to pressure management, review of hydraulic model data, GIS, and data collection on pressure and breaks. B&V will provide information on equipment necessary to monitor sites for pressure and flow (to enable pressure management) [If applicable - flow meters and pressure monitors would be purchased by the City]. B&V will lead discussion of possible or existing locations and review of distribution system maps etc. with distribution/operations as appropriate. B&V will review up to three areas for District Metering and Pressure management zones, conduct hydraulic modeling (if available), and conceptually assess locations for monitoring and management. This task will include one 1-2 day visit. Deliverables will include an initial analysis of district metering and pressure management potential in a short report.

Task 2: Data Tracking and Management Implementation

B&V will assist City personnel with development of Real Loss data tracking through Component Analysis using WRF 4372. Main and service line failure data will be collected and incorporated into the analysis. Data from the water audit will be incorporated to enable preparation of potential for real losses savings to be assessed. A data management methodology will be developed to accompany this. Metering information will be connected to a data management platform (such as PowerBI) to enable ad-hoc review of datasets and analysis of key performance metrics (automated analysis is likely possible, but this has not been considered at this stage). Data from this data management platform will be assessed and a data management methodology developed to accompany it. Travel is not expected to be needed for this task. Deliverables will include completed WRF4372 software, developed meter management database, and short data management methodology documents or a short report.

Task 3: Collection and initial analysis of water audit data

B&V will assist City personnel in the preparation the 2018 water audit using the IWA/AWWA standard audit methodology. B&V will provide the initial data request needed to complete all audit inputs. B&V will assist the City with the completion of the IWA/AWWA water audit and calculate the system-wide infrastructure leakage index (ILI) and other performance indicators from the IWA/AWWA water balance.

Task 4: Conduct evaluation and validation

This task will include the collection, organization, compilation, and evaluation of all water audit component data. B&V personnel will meet with City personnel (via conference call or in person) to discuss the data received and provide data validation guidance and review. These discussions will enable the City, with the assistance of B&V, to accurately validate the audit data.

B&V will also review any current water leak data as documented by the City through leakage monitoring and detection programs.

Task 5: Review Software and develop technical memo

The project team for Black & Veatch will work with City personnel to prepare and submit the system water balance using the AWWA Water audit Software. A Technical Memorandum outlining the results and activities performed during the completion of the audit will be developed. Based on the information gathered, the Technical Memorandum developed will include but not be limited to:

- Executive Summary
- Audit Summary
- Water Supplied
- Authorized Consumption
- Water Losses
- System Data Evaluation
- Cost Data Analysis
- Audit Values and Performance Indicators
- Apparent and Real Loss Overview
- Comments and Recommendations

PROPOSED FEE

Black & Veatch proposes to complete the work (Tasks 1 through 5) for a lump sum fixed fee of \$74,500.00. This fee includes two site visits (two people).

TRAVEL AND DIRECT EXPENSES INCLUDED IN FIXED FEE:

- Expenses will be billed at cost
- An estimate of \$3,200 for travel and direct expenses.

In developing this estimated fee, we have included the following assumptions:

- Two site visits (two people)
- Up to two reviews of all project documents will be required.
- All available and requested related information to be provided by the City in an electronic format.
- Access to appropriate City personnel will be provided within a reasonable time frame.

PROPOSED SCHEDULE

It is anticipated that the project would be initiated in the second quarter of 2019 and completed within 9 months from the notice to proceed.

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the 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 Consultant certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of 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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906	CONTACT NAME: Max Faerber PHONE (A/C, No, Ext): (816) 960-9718 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Black & Veatch Corporation 11401 Lamar Overland Park, KS 66211 United States	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B :</td><td>American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Zurich American Insurance Company	16535	INSURER B :	American Zurich Insurance Company	40142	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Zurich American Insurance Company	16535																				
INSURER B :	American Zurich Insurance Company	40142																				
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER: 358594

REVISION NUMBER:

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 REQUIREMENT, TERM OR CONDITION 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GLO 0139245 - Large Works/Small Works	11/1/2018	11/1/2019	EACH OCCURRENCE \$ \$1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Works/Small Works	11/1/2018	11/1/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000
A	<input checked="" type="checkbox"/> Contractual			GLO 4641367 - Divisional Works	11/1/2018	11/1/2019	MED EXP (Any one person) \$ \$10,000
	<input checked="" type="checkbox"/> PD & C/O & XCU			GLO 4641358 - Corporate			PERSONAL & ADV INJURY \$ \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ \$2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			BAP 4641355	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 0139244	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC 4641354 (ID, MA, WI)	11/1/2018	11/1/2019	E.L. EACH ACCIDENT \$ \$1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 4641353 (AOS)	11/1/2018	11/1/2019	E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #: 199157; Project Name: Preparation of the 2017 Water Audit Report; Project Manager/Contact: Chastain-Howley, Andrew

Please see page 2 for additional information

CERTIFICATE HOLDER

City of Spokane - Water & Hydroelectric Services
Attn: Samantha Johnson | sjohnson@spokanecity.org
914 East North Foothills Drive
Spokane, Washington 99207
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906	NAMED INSURED Black & Veatch Corporation 11401 Lamar Overland Park, KS 66211 United States
EFFECTIVE DATE: 11/1/2018	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability Policy provides primary and non-contributory coverage.

The Automobile Liability Policy provides primary and non-contributory coverage.

City of Spokane - Water & Hydroelectric Services is included as an Additional Insured as applicable and required by executed, written contract on the following policies:

General Liability

Automobile Liability

**COMMERCIAL AUTO
CA 20 48 02 99
BAP 4641355
EFF. 11/01/2018
EXP. 11/01/2019**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s):

**ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED THROUGH
WRITTEN CONTRACT, AGREEMENT, OR PERMIT, EXECUTED PRIOR TO THE
LOSS, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE**

BLACK AND VEATCH CORPORATION

Additional Insured- Automatic- Owners, Lessees or Contractors

Policy No.	Exp. Date of Policy	Eff. Date of Policy	Agency NO.	Addl. Prem.	Return Prem.
GLO 4641358	11/01/18	11/01/19			
GLO 0139245	11/01/18	11/01/19			
GLO 4641367	11/01/18	11/01/19			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Black & Veatch Holding Company

Address (including ZIP Code):

**11401 Lamar Ave
Overland Park, KS**

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. Section II- Who Is an Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION 1- Coverage A- Bodily Injury And Property Damage Liability and Section 1- Coverage B- Personal And Advertising Injury Liability**, but only with respect to liability for the "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations preformed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", preformed for the additional insured, which is the subject of the written contract or written agreement.
- C.** However, regardless of the provisions of paragraphs **A.** and **B.** above:
1. We will not extend any insurance coverage to any additional insured person or organization
 - a. That is not provided to you in this policy; or

- b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
- 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - c. The Limits of Insurance provided to you in this policy; or

BLACK AND VEATCH CORPORATION
GLO 4641358

- d. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

 - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
 - 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 - 2. We receive written notice of a claim or "suit" as soon as practicable; and
 - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For this coverage provided by this endorsement:
 - 1. The following paragraph is added to Paragraph 4a. Of the Other Insurance Condition of **Section IV-Commercial General Liability Conditions**.

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a named insured.

The following paragraph is added to Paragraph 4.b of the Other Insurance Condition of **Section IV- Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment or endorsement to another policy providing coverage for the same "occurrence", claim, or "suit". This provision does

BLACK AND VEATCH CORPORATION
GLO 4641358

not apply to any policy in which the additional insured is a named insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insured's, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Washington State Department of Revenue

[Services](#)[Business Lookup](#)**BLACK & VEATCH CORPORATION**

License Information:

[New search](#)[Back to results](#)**Entity name:** BLACK & VEATCH CORPORATION**Business name:** BLACK & VEATCH CORPORATION**Entity type:** [Profit Corporation](#)**UBI #:** 601-931-938**Business ID:** 001**Location ID:** 0004**Location:** Active**Location address:** 11401 LAMAR AVE
OVERLAND PARK KS 66211-1508**Mailing address:** 11401 LAMAR AVE
OVERLAND PARK KS 66211-1508**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business				Active	Feb-29-2020	Jun-04-2018

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
EDWARDS, STEVE	
HINKLE, KEVIN	
HOFFMAN, ANGELA	
TRIPLETT, TIMOTHY	
WILLIAMS, KEN	

Registered Trade Names

Registered trade names	Status	First issued
BLACK & VEATCH CORPORATION	Active	Jun-04-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/23/2019 4:54:07 PM

Working together to fund Washington's future

**Agenda Sheet for City Council Meeting of:**

08/19/2019

<u>Date Rec'd</u>	7/25/2019
<u>Clerk's File #</u>	OPR 2019-0615
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2018161
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 – LOW BID AWARD – TO BE DETERMINED		

Agenda Wording

Low Bid of (to be determined at bid opening to be held on August 12, 2019) (City, ST) for Maple Street Gateway - 4th Avenue Living Wall - \$ _____. An administrative reserve of \$ _____, which is 10% of the contract price, will be set aside.

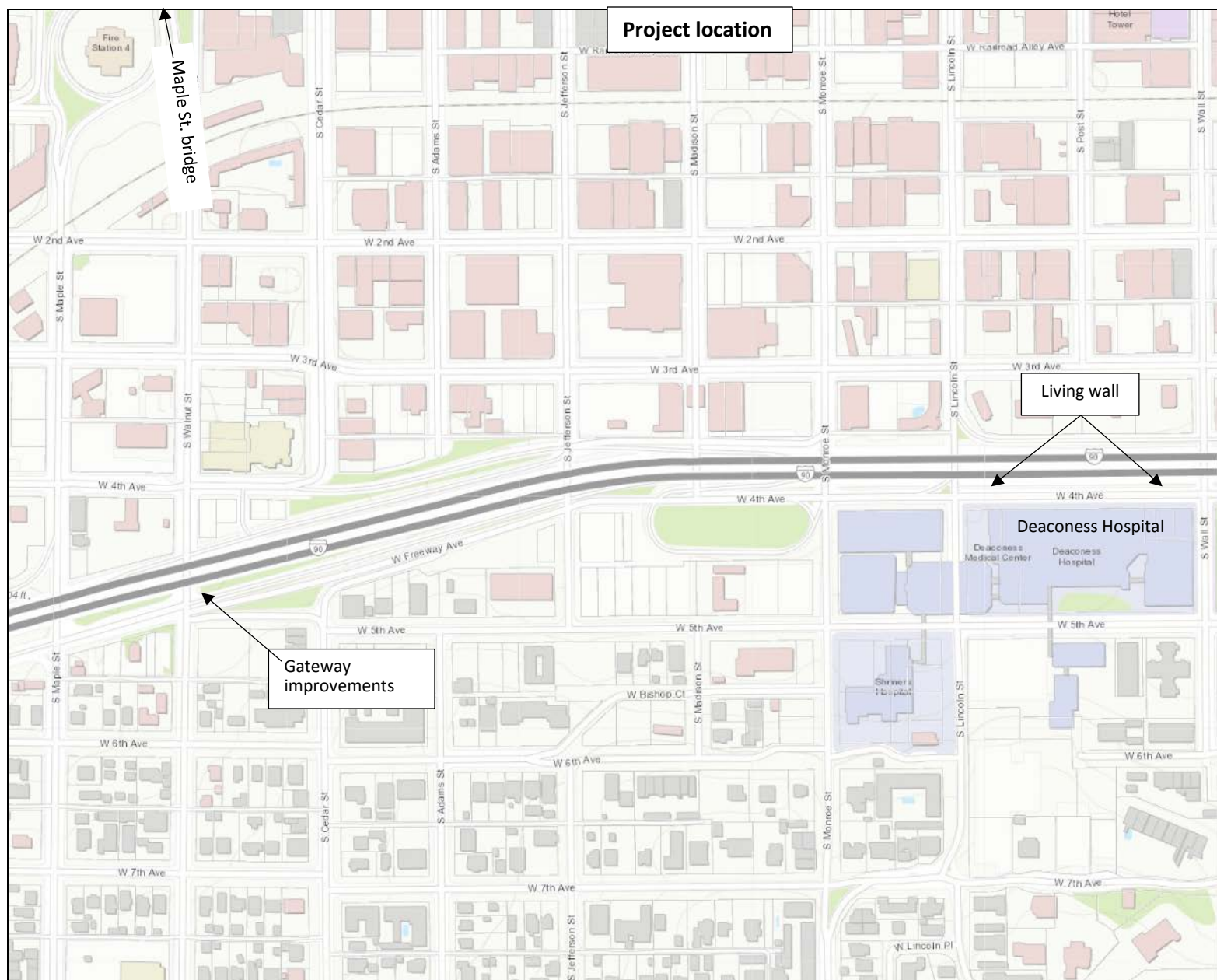
Summary (Background)

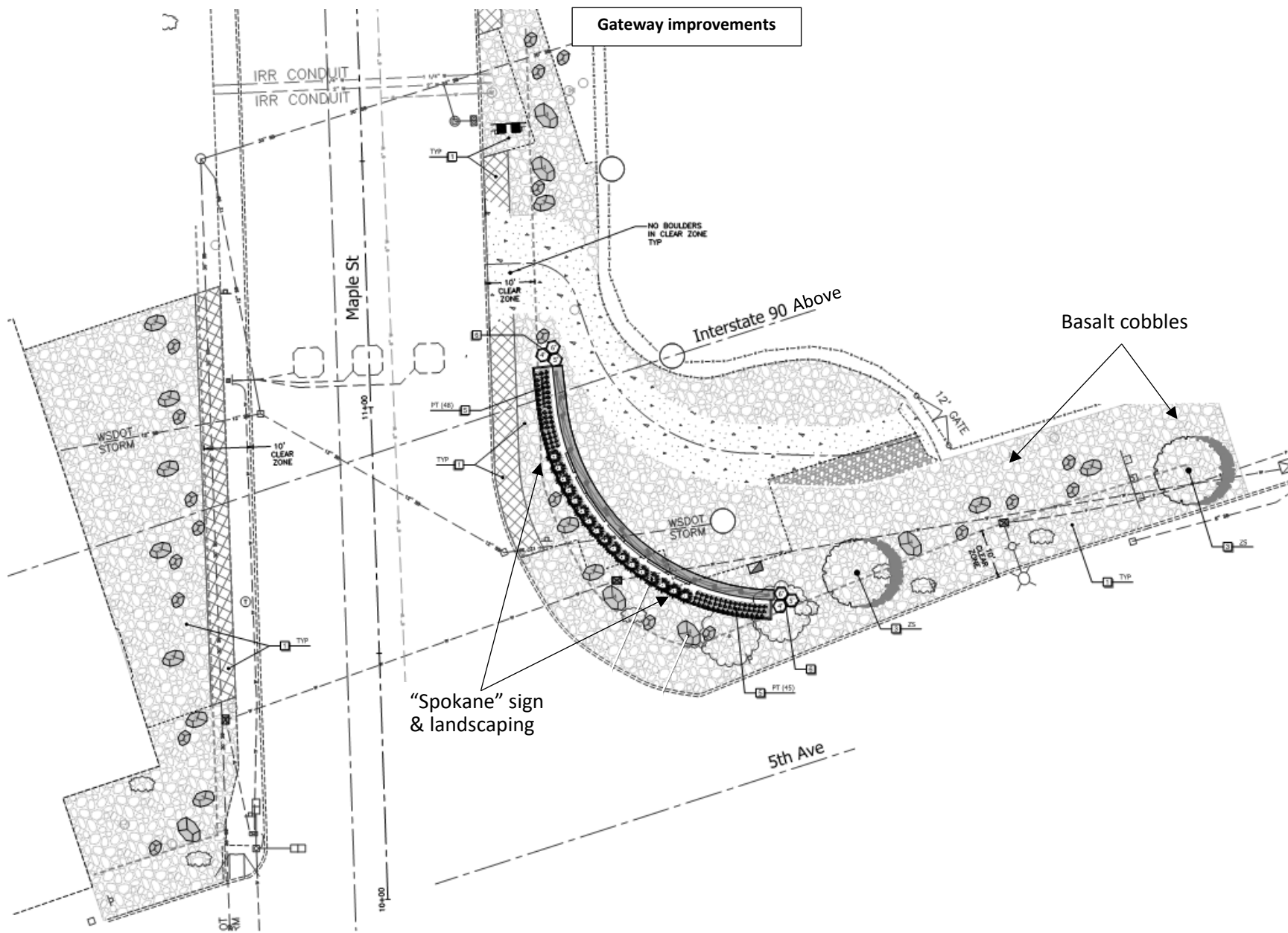
On August 12, 2019 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$ _____, which is \$ _____ or _____% (above/below) the Engineer's Estimate of \$381,420.00 other bids were received as follows: (to be determined). All information will be provided prior to the August 19, 2019 council meeting.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 381,420.00		# 5901-79215-95300-56501-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> UE 8/12/19
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	PICCOLO, MIKE	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org

Briefing Paper Urban Experience

Division & Department:	Public Works, Engineering
Subject:	Maple Gateway
Date:	8-12-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is discussed in Fast Forward Spokane Downtown Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> This project is the third gateway to Spokane from I-90 improvement project, the others being Lincoln St. and Division St. 	
Executive Summary: <ul style="list-style-type: none"> The proposed project upgrades the Maple St. off-ramp from I-90 as shown below. Also included in the project is installation of a “living wall” on the south side of the freeway opposite Deaconess Hospital. The living wall consists of trellises installed on the face of the I-90 structure upon which vines will be grow. See exhibit below. Construction is planned in fall 2019. The project is paid with a SIP loan and small contribution from WSDOT and Deaconess Hospital. This work will be done with lane closures only. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





Gateway Improvements
Looking east, I-90 above



Maple St.

5th Ave.

Freeway
offramp



Living Wall
Looking east

I-90

Deaconess Hospital

Wire trellis and vines



City Of Spokane
Engineering Services Department
*** * * Engineer's Final Estimate * * ***

Project Number: 2018161
Project Description Maple St Gateway - 4th Ave Living Wall **Original Date** 7/18/2019 2:13:29 PM
Funding Source Local **Update Date** 7/18/2019 2:14:06 PM
Preparer Jonathan Adams **Addendum**

Project Number: 2018161

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
<i>Schedule 01</i> Gateway Improvements		Sales tax shall be included in unit prices		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00
103	POTHOLING	6 EA	400.00	2,400.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00
105	MOBILIZATION	1 LS	*****	50,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	14,000.00
107	SEQUENTIAL ARROW SIGN	300 HR	5.00	1,500.00
108	REMOVE TREE, CLASS 1	2 EA	500.00	1,000.00
109	TREE PRUNING	1 EA	400.00	400.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00
111	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	190 SY	20.00	3,800.00
112	SAWCUTTING RIGID PAVEMENT	1648 LFI	2.00	3,296.00
113	ROADWAY EXCAVATION INCL. HAUL	125 CY	20.00	2,500.00
114	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	622 SY	4.00	2,488.00
115	ESC LEAD	1 LS	*****	1,000.00
116	INLET PROTECTION	6 EA	90.00	540.00
117	STREET CLEANING	60 HR	200.00	12,000.00
118	TOPSOIL TYPE A, 18 INCH THICK	260 SY	30.00	7,800.00
119	PSIPE 2 INCH CALIPER SHADE TREE	2 EA	500.00	1,000.00
120	PSIPE 5 GAL SHRUB	40 EA	65.00	2,600.00
121	PSIPE 2 GAL SHRUB	18 EA	50.00	900.00
122	PSIPE 1 GAL SHRUB	273 EA	30.00	8,190.00
123	PSIPE 1 GAL VINE	418 EA	30.00	12,540.00
124	ROCK MULCH	260 SY	15.00	3,900.00
125	AGGREGATE TOP DRESSING	1200 SY	12.00	14,400.00
126	LANDSCAPE BOULDER	42 EA	130.00	5,460.00
127	COLUMNAR BASALT-INCREMENTAL	39 LF	200.00	7,800.00
128	IRRIGATION SYSTEM	1 LS	*****	50,000.00
129	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,000.00
130	CEMENT CONCRETE CURB	53 LF	20.00	1,060.00
131	ILLUMINATION SYSTEM, WALNUT AND 5TH	1 LS	*****	18,000.00

Project Number: 2018161

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01	Gateway Improvements	Sales tax shall be included in unit prices		
132	SIGNING, PERMANENT	1 LS	*****	2,000.00
133	REINFORCED DOWELED CURB	157 LF	20.00	3,140.00
134	GATEWAY ENTRY SIGN	1 LS	*****	95,000.00
135	CABLE TRELLIS	1 LS	*****	36,000.00
136	METAL LANDSCAPE EDGING	547 LF	15.00	8,205.00
Schedule Totals				381,420.00

Project Number

2018161

Maple St Gateway - 4th Ave Living Wall

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	381,420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381,420.00

**Agenda Sheet for City Council Meeting of:**

08/19/2019

Date Rec'd

8/5/2019

Clerk's File #

OPR 2019-0616

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ALI BRAST X6638

Project #Contact E-Mail

ABRAST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4700- MFTE FOR 465 N NETTLETON

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Centennial Homes, LLC for nine new multi-family housing units located at 465 N Nettleton, Parcel Number 25133.3409.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study Session

Urban Experience 4/8/19

Division Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

abrast@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

ccortright@spokanecity.org

Purchasing

korlob@spokanecity.org

dnorman@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Nettleton II, LLC, as "Owner" whose business address is 1421 N Meadowwood Ln, Ste 200, Liberty Lake, WA 99019.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

ALL OF L1-4, B3 OF KENDALL YARDS 6TH ADDITION PUD TOGETHER WITH PARCEL B OF SPOKANE BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AFN 6622797 (KENDALL YARDS 6TH ADDITION PUD L5, B3 EXC S 5FT), LOCATED IN THE SOUTHWEST ¼ OF 13-25-42. (PARCEL A, Z19-125BLA, AFN 6799574)

Assessor's Parcel Number(s) 25133.3409, commonly known as 465 N Nettleton.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall

fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 9 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 20th day of June, 2019

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Nettleton II, LLC

By: Jerry msc

Its: Authorized Representative

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 20th day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Jennifer M. Grank Chaparro, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of June, 2019.



Notary Public in and for the State
of Washington, residing at Spokane

My commission expires June 25, 2022

**Agenda Sheet for City Council Meeting of:**

08/19/2019

Date Rec'd

8/5/2019

Clerk's File #

OPR 2019-0617

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ALI BRAST X6638

Project #Contact E-Mail

ABRAST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4700- MFTE FOR 3018 E EVERETT

Agenda Wording

MFTE Agreement with Dan Garabedian for 6 new multi-family housing units on a lot that already contains a separate, occupied apartment building located at 3018 E Everett, Parcel Number 36343.1103. Tax exemption will only apply to new units.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study Session

PIES 7/22/19

Division Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

abrast@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbecker@spokanecity.org

Additional Approvals

ccortright@spokanecity.org

Purchasing

korlob@spokanecity.org

dnorman@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Dan Garabedian, as "Owner" whose business address is 3828 S Tekoa, Spokane, WA.

W I T N E S S E T H :

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HILLYARD L3 B8

Assessor's Parcel Number(s) 36343.1103, commonly known as 3018 E Everett Ave, Spokane, WA 99203.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows :

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

DA6

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 6 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

DA6

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

11/16

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 13th day of June, 2019

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Dan Garabedian

By: De A. Schut

Its: Self.

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 13th day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Daniel Garabedian, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of June, 2019.



Emma C. Barrington

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 3/20/22

**Agenda Sheet for City Council Meeting of:**

08/19/2019

<u>Date Rec'd</u>	8/6/2019
<u>Clerk's File #</u>	OPR 2019-0203
<u>Renews #</u>	

Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	ERIC OLSEN 835-4505	Project #	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	Bid #	CR 20792000
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0680-CONTRACT AMENDMENT-RV REMOVAL AND DISPOSAL		

Agenda Wording

Contract Amendment with Evergreen State Towing, LLC (Spokane, WA) for the amount of an additional \$101,000 (additional \$50,500 each year) to the current \$99,000 contract for removal and disposal of abandoned recreational vehicles for the Police Department. Total two-year contract amount not to exceed \$200,000 (\$100,000 per year). Contract expires December 31, 2020.

Summary (Background)

The current Impounded and Abandoned RV Disposal Services contract OPR 2019-0203 was funded for \$99,000 for two years until the end of the year 2020 with \$49,500 planned for each year. The current spending on the contract is outpacing the current funding and the contract needs amendment in order to keep up on the demand of usage. The Contract amendment adds enough for the estimate of 100k a year for a total of \$200,000.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works?	

NO Expense	\$ 50,500	# 1460-21200-21710-54201-99999
------------	-----------	--------------------------------

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Approvals	Council Notifications
-----------	-----------------------

<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session</u>	8/12/2019
------------------	--------------	----------------------	-----------

<u>Division Director</u>	MEIDL, CRAIG
--------------------------	--------------

<u>Finance</u>	SCHMITT, KEVIN
----------------	----------------

<u>Legal</u>	DALTON, PAT	Distribution List
--------------	-------------	-------------------

<u>For the Mayor</u>	ORMSBY, MICHAEL	Eolsen
----------------------	-----------------	--------

Additional Approvals	emccowan
----------------------	----------

<u>Purchasing</u>	jhammond
-------------------	----------

Briefing Paper (Urban Experience Committee)

Division & Department:	Police
Subject:	Impounded and Abandoned RV Disposal Services
Date:	7/30/2019
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Procurement of extended funding for Impounded and Abandoned RV Disposal Services.
Background/History: The current Impounded and Abandoned RV Disposal Services contract was funded for \$100,000 for two years until the end of the year 2020 with \$50,000 planned for each year. The current spending on the contract is outpacing the current funding and the contract needs amendment in order to keep up on the demand of usage. It was designed to provide a means of removing abandoned and junk RV's from the various neighborhoods within the City of Spokane in order to reduce crime, reduce solid waste, reduce blight and improve the quality of life for residents. During the short tenure of this contract, more than 40 abandoned and junk RV's have been removed from public streets. Several have been claimed and the valid owners identified, but the majority have been processed as solid waste after failing to be claimed.	
Executive Summary: <ul style="list-style-type: none"> <i>Our current contract with Evergreen State Towing is funded to \$50,000 for calendar year 2019 and encompasses services for Police, Parking Enforcement and Code Enforcement. Initial estimates were for approximately 50 RV's that met the criteria.</i> <i>Projected expenses currently exceed what was in the adopted expenditure budget for 2019 and it is estimated the initial estimate could easily double.</i> <i>Current expenditures under this contract are \$46,881 that leaves only \$3118 on July 18th, 2019 to fulfil the contract through the end of the year</i> <i>Requested expenditure increase of an additional \$100,000 would allow the expenditure of the additional funds towards the purchase of contracted services, allowing police, parking and code enforcement to continue processing junk/abandoned RV's in a timely manner.</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: 1460-21200-21710-54201-Parking Fund Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Specify changes required:
Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT

**Title: EVERGREEN STATE TOWING, LLC.
FOR THE REMOVAL & DISPOSAL OF ABANDONED
RECREATIONAL VEHICLES FOR THE CITY OF
SPOKANE POLICE DEPT.**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **EVERGREEN STATE TOWING, LLC**, whose address is 6463¹/₂ North Perry Street, Spokane, Washington 99217 as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide towing and disposal of abandoned recreational vehicle services for the City; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 25, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2019.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED ONE THOUSAND AND NO/100 DOLLARS (\$101,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

EVERGREEN STATE TOWING, LLC

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

19-122

**Agenda Sheet for City Council Meeting of:**

08/19/2019

<u>Date Rec'd</u>	7/31/2019
<u>Clerk's File #</u>	OPR 2019-0618
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2018-0588
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2019 BUDGET

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	OPR 2018-0588
<u>Contact Name/Phone</u>	JENNIFER 625-4056	<u>Project #</u>	
<u>Contact E-Mail</u>	JHAMMOND@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	2019 BUDGET
<u>Agenda Item Name</u>	1620 - JAG FY2018 AGREEMENT WITH SCSO		

Agenda Wording

Agreement with Spokane County Sheriff's Office (SCSO) to accept funding for the Edward Byrne Memorial Justice Assistant Grant Program (JAG) 2018-DJ-BX-0193 award - \$139,093.00. SPD's share of the funding is \$62,591.85. Term: 10/01/2017-09/30/2021.

Summary (Background)

Each year, DOJ solicits Grant applications for the JAG Program. The County and City act as Disparate Jurisdictions and must share the monies. In 2011, the City and County entered into the MOU OPR 2011-0729 on how to apply and split the money each year. The monies are to be split equally and the fiscal agent of the grant is allowed an additional 10% of the joint money. SCSO is the fiscal agent for JAG FY2018. SPD will use funding from JAG FY2018 to purchase two Police Cruisers.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 62,591.85	# 1620-91770-94000-56404-99999
Revenue	\$ 62,591.85	# 1620-91770-21100-33316-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	OLSEN, ERIC	<u>Study Session</u>	PSCH 08/20/2018
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	spdfinance	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbrown	
<u>Additional Approvals</u>		aduffey	
<u>Purchasing</u>		jhammond	
<u>GRANTS &</u>	STOPHER, SALLY		

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
POLICE DEPARTMENT IN CONJUNCTION WITH FY18 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$62,591.85</p>		3. Tax ID# 91-6001280	
				4. DUNS# 115528189	
5. Grantee Representative Kevin Schmitt City of Spokane Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-6387 kschmitt@spokanecity.org			6. County's Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org		
7. Grantor ID #		8. Original Grant ID# 2018-DJ-BX-0193		9. Start Date 10/1/2017	
				10. End Date 9/30/2021	
11. Funding Source: <div style="text-align: center;"> <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other </div>					
12. Federal Funds (as applicable)		CFDA # 16.738		Federal Agency: U.S. Department of Justice	
13. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		14. Contractor Type: (check all that apply) <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			
15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.					
16. 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 DUNS Numbers .					
FOR THE GRANTEE:			FOR COUNTY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		

(FACE SHEET)

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

GRANTEE shall provide those services set forth in the Scope of Work attached hereto as Attachment “A” and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

COUNTY shall reimburse GRANTEE an amount not to exceed the amount 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”. Grantee'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 GRANTEE shall be made on or before the 20th of each month for the previous month’s expenditures. In conjunction with each reimbursement request, GRANTEE 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 grant. Reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is October 30, 2021.

Requests for reimbursement shall be submitted electronically to:

Matt Descoteaux
Grants & Contracts Analyst
Office of Financial Assistance
1116 West Broadway
Spokane, WA 99260
mdescoteaux@spokanecounty.org

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

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved, and the conduct and control of the activities as set forth in Section No. 1 and described in Attachment “A” will be solely with GRANTEE.

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

SECTION NO. 5: VENUE STIPULATION

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

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));
- D. Office of Management and Budget Circulars – 2 CFR Parts 200;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5

U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and

F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

SECTION NO. 7: **AUDIT**

A. General Requirements

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

B. Federal Funds Requirement – 2 CFR Part 200

1. GRANTEE expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
 - a. Grantor agency name;

- b. Federal agency;
 - c. Federal program income;
 - d. Other identifying contract numbers;
 - e. Catalog of Federal Domestic Assistance (CFDA) number (if applicable);
 - f. Grantor contract number;
 - g. Total award amount including amendments (total grant award); and
 - h. Current year expenditures.
2. If the GRANTEE 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 GRANTEE in accordance with 2 CFR Part 200.
 3. The GRANTEE shall include the above audit requirements in any subcontracts.
 4. In any case, the GRANTEE's financial records must be available for review by the COUNTY and the Department of Justice.

C. Documentation Requirements

1. GRANTEE 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.
2. In addition to sending a copy of the audit, when applicable, GRANTEE must include:
 - a. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
 - b. Copy of the Management Letter.

SECTION NO. 8: REPORTING REQUIREMENTS

- A. The GRANTEE will use the BJA Performance Metric (PMT) at www.bjaperformancetools.org (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 the Spokane Police Department. The GRANTEE 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.
- B. The GRANTEE 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.
- C. The GRANTEE 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.

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

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

SECTION NO. 10: NON-DISCRIMINATION

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

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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 GRANTEE'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 GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

SECTION NO. 12: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

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 GRANTEE, the GRANTEE 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.

The GRANTEE shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

The GRANTEE is required to ensure compliance with this requirement.

SECTION NO. 13: NEW CIVIL RIGHTS PROVISION

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

SECTION NO. 14: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

GRANTEE 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>.

SECTION NO. 15: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The GRANTEE 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.

If the GRANTEE is required to develop an EEOP but not required to submit the EEOP to the OCR, the GRANTEE 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 GRANTEE is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/ocr/>.

SECTION NO. 16: NON-SUPPLANTING CERTIFICATION

No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. 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.

If GRANTEE currently has other active awards of federal funds, or if GRANTEE receives any other award of federal funds during the period of performance for this award, GRANTEE 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, GRANTEE 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.

SECTION NO. 17: APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

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

SECTION NO. 18: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the GRANTEE, 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 GRANTEE 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 GRANTEE. 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.

The GRANTEE 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 GRANTEE 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.

The COUNTY and GRANTEE 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 GRANTEE employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and GRANTEE, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the GRANTEE or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 19: INSURANCE

GRANTEE 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:

- A. **GENERAL LIABILITY INSURANCE:** GRANTEE 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.
- B. **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 2016 Agreement between the COUNTY and GRANTEE."
- C. **WORKERS COMPENSATION:** If GRANTEE 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 GRANTEE's assurance that coverage is in effect.
- D. **PROFESSIONAL LIABILITY INSURANCE:** GRANTEE shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

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. GRANTEE'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 GRANTEE 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 GRANTEE'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.

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 GRANTEE.

GRANTEE 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: "Attention Agreement Between Spokane County and City of Spokane Police Department in Conjunction With FY18 Edward Byrne Memorial Justice Assistance (JAG) Grant". Upon request, GRANTEE shall forward to the Risk Management Department the original policy, or endorsement obtained.

Failure of GRANTEE 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.

Providing coverage in the above amounts shall not be construed to relieve the GRANTEE from liability in excess of such amounts.

The GRANTEE shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the GRANTEE 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 GRANTEE the full amount payable to the Industrial Insurance Accident Fund. The COUNTY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE 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 GRANTEE.

SECTION NO. 20: MAINTENANCE OF RECORDS

The GRANTEE 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.

GRANTEE 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.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 21: TERMINATION FOR CAUSE / SUSPENSION

In the event COUNTY determines that the GRANTEE 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 GRANTEE. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY upon written notice may allow the GRANTEE 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 GRANTEE in whole or in part, or may restrict the GRANTEE's right to perform duties under this AGREEMENT. Failure by the GRANTEE to take timely corrective action shall allow COUNTY to terminate the AGREEMENT upon written notice to the GRANTEE.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the GRANTEE did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the GRANTEE's actions or negligence. If the AGREEMENT is terminated for cause, the GRANTEE 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).

SECTION NO. 22: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this AGREEMENT, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the COUNTY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

SECTION NO. 23: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the GRANTEE shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- C. Assign to COUNTY all of the rights, title, and interest of the GRANTEE 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 GRANTEE to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the GRANTEE'S possession as directed by COUNTY.

Upon termination of the AGREEMENT, COUNTY shall pay the GRANTEE for any service provided by the GRANTEE 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 GRANTEE if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the GRANTEE fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this AGREEMENT.

SECTION NO. 24: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and GRANTEE representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the GRANTEE shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 25: COUNTY REPRESENTATIVE

The COUNTY hereby appoints and GRANTEE 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. GRANTEE hereby appoints and COUNTY hereby accepts GRANTEE's representative or his/her designee as identified on the FACE SHEET as GRANTEE's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 26: WAIVER

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

SECTION NO. 27: MODIFICATION

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

SECTION NO. 28: NO THIRD-PARTY BENEFICIARIES

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

SECTION NO. 29: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or GRANTEE at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 30: SURVIVAL

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

SECTION NO. 31: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms, or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 32: EXECUTION AND APPROVAL

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

SECTION NO. 33: ACCESS TO DATA

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.

SECTION NO. 34: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The GRANTEE 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 GRANTEE's or government's expense, shall contain the following statements:

“This project was supported by Grant No. 2018-DJ-BX-0193 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.”

SECTION NO. 35: 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. GRANTEE 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 GRANTEE to execute the same.

SECTION NO. 36: ANTI-KICKBACK

No officer or employee of the GRANTEE, having the power or duty to perform an official act or action related to this AGREEMENT shall have or acquire any interest in the AGREEMENT, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the AGREEMENT.

SECTION NO. 37: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the GRANTEE without prior written consent of COUNTY.

SECTION NO. 38: ATTORNEYS' FEES

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

SECTION NO. 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

- A. If the GRANTEE is a "State," a local government, or a "public" institution of higher education:
 - 1. The GRANTEE may not obligate AGREEMENT funds if, at the time of the obligation, the "program or activity" of the GRANTEE (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".

2. In addition, with respect to any project costs it incurs "at risk," the GRANTEE may not obligate award funds to reimburse itself if, at the time it incurs such costs, the program or activity of the GRANTEE (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.
 3. Any drawdown of award funds by the GRANTEE shall be considered, for all purposes, to be a material representation by the GRANTEE to OJP that, as of the date the GRANTEE requests the drawdown, the GRANTEE 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."
 4. The GRANTEE must promptly notify the COUNTY (in writing) if the GRANTEE, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the GRANTEE, 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.
- B. 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.
- C. 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 GRANTEE at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the GRANTEE 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 GRANTEE 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.
- D. Rules of Construction
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

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.

SECTION NO. 40: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The GRANTEE, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the GRANTEE is unable to certify to any of the statements in this AGREEMENT, the GRANTEE shall attach an explanation to this AGREEMENT.
- C. The GRANTEE 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.
- D. The GRANTEE 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

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.
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.

- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 41: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COUNTY that is designated as "confidential" by COUNTY;
2. All material produced by the GRANTEE that is designated as "confidential" by COUNTY; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall make the changes within the time period specified by COUNTY. Upon request, the GRANTEE shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- B. Unauthorized Use or Disclosure. The GRANTEE shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 42: CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COUNTY may, in its sole discretion, by written notice to the GRANTEE 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 GRANTEE in the procurement of, or performance under this AGREEMENT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE 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 GRANTEE may be disqualified from further consideration for the award of a contract.

In the event this AGREEMENT is terminated as provided above, the COUNTY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the AGREEMENT by the GRANTEE. 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.

SECTION NO. 43: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the 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.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE 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 GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

The GRANTEE 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 GRANTEE

shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the GRANTEE 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 GRANTEE.

The GRANTEE 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 <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

SECTION NO. 44: COUNTERPARTS

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

SECTION NO. 45: EXPENDITURES PROHIBITED WITHOUT WAIVER

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.

SECTION NO. 46: HEADINGS

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

SECTION NO. 47: LICENSING, ACCREDITATION, AND REGISTRATION

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

SECTION NO. 48: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 49: LOSS OF FUNDING

In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, COUNTY may terminate the AGREEMENT

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

SECTION NO. 50: NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: 8 U.S.C. 1373 AND 1644; ONGOING COMPLIANCE

- A. 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.
- B. Certifications from subrecipients. The GRANTEE may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the GRANTEE must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.
- C. The GRANTEE's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.
- D. 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 GRANTEE, 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.
- E. Rules of Construction
 - 1. For purposes of this condition:
 - a. State and local government include any agency or other entity thereof, but not any institution of higher education or any Indian tribe;
 - b. 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.");

- c. Program or activity means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a);
 - d. 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
 - e. 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.
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.
 3. IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SECTION NO. 51: NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: INTERROGATION OF CERTAIN ALIENS

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 GRANTEE 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).

- A. 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."
- B. Monitoring. The GRANTEE's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- C. 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.
- D. Rules of construction

1. For purposes of this condition:
 - a. 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));
 - b. 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));
 - c. 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.
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.

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

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 GRANTEE 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).

- A. 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).
- B. Monitoring. The GRANTEE's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- C. 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.
- D. Rules of construction:
 1. For purposes of this condition:
 - a. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3));

- b. 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;
 - c. The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
 - d. The term "public disclosure" means any communication or release other than one: (a) within the GRANTEE; or (b) to any subcontractor (at any tier) that is a government entity.
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.

SECTION NO. 53: NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NOTICE OF SCHEDULED RELEASE

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 GRANTEE 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.

- A. 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.
- B. Monitoring: The GRANTEE's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

- C. 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.
- D. Rules of construction:
1. For purposes of this condition:
 - a. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).
 - b. 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)).
 2. Nothing in this condition shall be understood to authorize or require any GRANTEE, 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.
 3. Applicability:
 - a. 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.
 - b. 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.
 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.

SECTION NO. 54: ORDER OF PRECEDENCE:

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

- A. Applicable federal and State of Washington statutes and regulations;
- B. Face Sheet;
- C. Attachment "A"-Scope of Work; and
- D. Attachment "B"-Budget.

SECTION NO. 55: POLITICAL ACTIVITIES

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.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 56: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this AGREEMENT provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

SECTION NO. 57: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A GRANTEE 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.

The GRANTEE's procurement system should include at least the following:

- A. 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.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items;
 3. Positive efforts shall be made to use small and minority-owned businesses;
 4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the GRANTEE, but must be appropriate for the particular procurement and for promoting the best interest of the program involved;
 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;
 6. Some form of price or cost analysis should be performed in connection with every procurement action;
 7. Procurement records and files for purchases shall include all of the following:

- a. GRANTEE's selection or rejection;
- b. The basis for the cost or price; and
- c. Justification for lack of competitive bids if offers are not obtained.
- d. a system for Grant administrator to ensure GRANTEE conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases.
- e. GRANTEE 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.

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

SECTION NO. 58: PUBLICITY

The GRANTEE 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.

SECTION NO. 59: RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE

On September 1, 2017, 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.

Effective September 1, 2017, 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.

SECTION NO. 60: REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS

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 GRANTEE 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.

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).

SECTION NO. 61: REQUIREMENTS OF THE AWARD

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

SECTION NO. 62: REQUIREMENT TO COLLECT CERTAIN INFORMATION FROM SUBCONTRACTORS

The GRANTEE 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 GRANTEE, 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.

SECTION NO. 63: REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ

If the GRANTEE 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 GRANTEE must disclose that fact and certain related information to the COUNTY and DOJ by email at kgrytdal@spokanecounty.org and OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE's past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'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.

SECTION NO. 64: REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The GRANTEE, 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 GRANTEE'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.

SECTION NO. 65: RIGHT OF INSPECTION

The GRANTEE 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.

SECTION NO. 66: SITE SECURITY

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

SECTION NO. 67: SPECIAL PROVISIONS

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.

SECTION NO. 68: SUBCONTRACTORS

GRANTEE shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by GRANTEE to provide the services under the terms of this AGREEMENT agree to comply with Section Nos. 5, 16, 25, 29, and 38 of this AGREEMENT. GRANTEE shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 69: SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECK SYSTEM

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 GRANTEE (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".

In the event of minor and transitory non-compliance, the GRANTEE 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.

SECTION NO. 70: TAXES

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

ATTACHMENT “A”
SCOPE OF WORK

The AGREEMENT is to clearly identify the roles and responsibilities of the GRANTEE as they relate to the FY18 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, 2017 and terminates September 30, 2021. 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 GRANTEE 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 Sheriff’s Office 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 2018-DJ-BX-0193 set 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 29th of the month following the end of each quarter. In addition to the quarterly reports, semi-annual reports must be timely filed within the Grants Management System website. These reports are considered to be timely filed if submitted no later than the 29th 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. Successful completion of such a training on or after February 6, 2019 will satisfy this condition.

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 GMS (in the case of a new FPOC). Successful completion of such a training on or after February 6, 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

<u>Funding Category</u>	<u>Computation</u>	<u>Amount</u>
City of Spokane Police Department		
2 Patrol Cruisers	2 x \$31,296.00	\$62,592.00
Total Budget		\$62,592.00

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 GRANTEE shall obligate all grant funds prior to June 30, 2021. 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, GRANTEE 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 GRANTEE 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

AGENCY NAME

Spokane County
Office of Financial Assistance
Grants & Contracts Specialist
1116 W Broadway
Spokane, WA 99260

CLAIMANT (Warrant is to be payable to)

(please fill in your department's mailing address)
City of Spokane

Subrecipient Number	Award Number	Award Name

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

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

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

ATTACHMENT “C”

STATEMENT OF ASSURANCES

The GRANTEE:

1. GRANTEE 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 GRANTEE 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. GRANTEE 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. GRANTEE 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 GRANTEE 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. GRANTEE 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 2016 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. GRANTEE 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, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by GRANTEE or subrecipient would or might fall within the scope of an appropriations-law restriction, GRANTEE 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 GMS, 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 Grants Management System (GMS) to document changes.
14. Agrees to comply with DOJ’s Global Justice Information Sharing Initiative guidelines. The GRANTEE 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. The GRANTEE 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). 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 GRANTEE 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).
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 GRANTEE agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE's AGREEMENT. Further the GRANTEE 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 GRANTEE's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the GRANTEE'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 GRANTEE 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 GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
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 GRANTEE or individuals defined as employees of the GRANTEE. Details of GRANTEE’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
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 GRANTEE (or subgrantee, with respect to a subaward) is required to establish a trust fund account. The GRANTEE (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 GRANTEE 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 Applicant:

SIGNATURE

PRINTED NAME OF SIGNATURE

VALID THROUGH

DATE

TITLE

ATTACHMENT “D”

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION
CERTIFICATION FORM

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

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

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

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

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

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

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

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT "E"

FFATA FORM

Subrecipient Agency: <input type="text"/>		Date Completed: <input type="text"/>	
Grant and Year: <input type="text"/>		Agreement Number: <input type="text"/>	
Completed by: _____ <div style="display: flex; justify-content: space-around;">NameTitleTelephone</div>			
STEP 1			
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/> GO to Step 2
STEP 2			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/> STOP, no further analysis needed, GO to Step 6
STEP 3			
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
STEP 4			
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
STEP 5			
Executive #1	Name: _____		
	Total Compensation amount: \$ _____		
Executive #2	Name: _____		
	Total Compensation amount: \$ _____		
Executive #3	Name: _____		
	Total Compensation amount: \$ _____		
Executive #4	Name: _____		
	Total Compensation amount: \$ _____		
Executive #5	Name: _____		
	Total Compensation amount: \$ _____		
STEP 6			
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>			

Signature: _____

Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

* Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT “F”

RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS

January 1, 2017 through September 30, 2021

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 GRANTEE:
 - A. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - B. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the GRANTEE does or is authorized to make subcontracts or contracts under this AGREEMENT:
 - A. It represents that:
 1. 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
 2. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - B. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Agency Name

Name of Authorized Official	Title
-----------------------------	-------

Signature of Authorized Official	Date
----------------------------------	------

ATTACHMENT “G”

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The GRANTEE 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 GRANTEE 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 GRANTEE’s Existing Program or Activities: For any GRANTEE or its subcontractors existing programs or activities that will be funded by this AGREEMENT, the GRANTEE, 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 GRANTEE 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 GRANTEE 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 type="checkbox"/>	1. New Construction
<input type="checkbox"/>	<input type="checkbox"/>	2. Minor renovation or remodeling of a property either:
<input type="checkbox"/>	<input type="checkbox"/>	a. listed on or eligible for listing on the National Register of Historical Places;
		or
<input type="checkbox"/>	<input type="checkbox"/>	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 type="checkbox"/>	3. A renovation, lease, or any proposed use of a building or facility that will either:
<input type="checkbox"/>	<input type="checkbox"/>	a. result in a change in its basic prior use (between industrial, office,
		residential, etc.); or
<input type="checkbox"/>	<input type="checkbox"/>	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 type="checkbox"/>	a. purchased as an incidental component of the funded activity; or
<input type="checkbox"/>	<input type="checkbox"/>	b. traditionally used, for example, in office, household, recreational, or
		educational environments.
<input type="checkbox"/>	<input 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)
- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs

The undersigned agrees to the above requirements.

Certificate Valid Through (max of 2 years) _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

ATTACHMENT "I"
CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (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: <input style="width: 150px;" type="text"/>	
Address: <input style="width: 150px;" type="text"/>	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <input style="width: 100px;" type="text"/>	Vendor Number (only if direct recipient) <input style="width: 100px;" type="text"/>
Name and Title of Contact Person: <input style="width: 150px;" type="text"/>	
Telephone Number: <input style="width: 100px;" type="text"/>	E-Mail Address: <input style="width: 150px;" type="text"/>

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

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

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

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

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

[organization],

[address].

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

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.

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

ATTACHMENT “J”

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

GRANTEE 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.

GRANTEE 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 GRANTEE) the unique entity identifier required for SAM registration.

The details of GRANTEE’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 DUNS registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

Spokane County Office of Financial Assistance

Compliance Checklist

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

Spokane County Office of Financial Assistance

Compliance Checklist

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

Spokane County Office of Financial Assistance

Compliance Checklist

15.	Education Program or Activity 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"/>	<input type="text"/>
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54? (Who)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Designee's Title: <input type="text"/>
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"/>	<input type="text"/>
16.	Religious Activities , 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"/>	<input type="text"/>
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"/>	<input type="text"/>
c.	Ensure that participation in religious activities is voluntary for beneficiaries of federally funded programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
17.	Finding/Rulings				
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"/>	<input type="text"/>
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"/>	<input type="text"/>
c.	Corrective action, as negotiated or directed, been implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
B. DRUG-FREE WORKPLACE		Yes	No	N/A	Comments
19.	Does the agency have a Drug-Free Workplace policy in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
20.	Who administers the Drug-Free Workplace Program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Office or Position Title: <input type="text"/>
		Yes	No	N/A	Comments

Spokane County Office of Financial Assistance

Compliance Checklist

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

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

Signature (of Human Resources/Personnel Respondent)

Date

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

Date

Printed Name & Title of Respondent

Printed Name & Title of Respondent

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

**Agenda Sheet for City Council Meeting of:**

08/19/2019

<u>Date Rec'd</u>	8/6/2019
<u>Clerk's File #</u>	ORD C35804
<u>Renews #</u>	

Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	MICHELLE 6230	Project #	
Contact E-Mail	MHUGHES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5901 PROPERTY ACQUISITION SBO FOR PARKS SIP LOAN		

Agenda Wording

Re-establish budget authority for Parks to spend 2.5 million (draw #2) of their authorized SIP Loan.

Summary (Background)

Resolution 2018-0074 authorizing 7.5 M in SIP Loans to Parks for Golf Course capital improvements to be taken in 3 equal installments. Full budget authority was granted in 2018 but in advertently was not carried forward to 2109. This is to re-establish the budget authority so that Parks can contract out and spend the 2nd draw of the 7.5 Mil.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Revenue	\$ 2,500,000.00	# 5901-79214-99999-38271-84113
---------	-----------------	--------------------------------

Expense	\$ 2,500,000.00	# 5901-79214-94000-56301-99999
---------	-----------------	--------------------------------

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>	
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>	Urban Exp 3/12/18
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	gjones@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jconley@spokanecity.org	
<u>Additional Approvals</u>		gcooley@spokanecity.org	
<u>Purchasing</u>		mqureshi@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Division & Department:	Finance
Subject:	SBO Parks (House Cleaning)
Date:	8/6/19
Contact (email & phone):	Michelle Hughes mhuges@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Housekeeping item SBO for budget to spend approved SIP Loan
Background/History: Budget authority was given in 2018 and not carried over	
<i>Resolution 2018-0074 authorizing 7.5 M in SIP Loans to Parks for Golf Course capital improvements to be taken in 3 equal installments. Full budget authority was granted in 2018 but in advertently was not carried forward to 2019. This is to re-establish the budget authority so that Parks can contract out and spend the 2nd draw of the 7.5 Mil.</i>	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO C35804

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Property Acquisition Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	5901-79214 99999-38271-84113	Property Acquisition -- Loan Proceeds	<u>\$2,500,000</u>
-------	---------------------------------	--	--------------------

TO:	5901-79214 94000-56301	Property Acquisition -- Capital Expenditures	<u>\$2,500,000</u>
-----	---------------------------	---	--------------------

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for the Property Acquisition Fund to interfund loan the Parks Department to upgrade four City Golf course irrigation systems and other on-course and off-course improvements, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

08/19/2019

<u>Date Rec'd</u>	8/7/2019
<u>Clerk's File #</u>	ORD C35805
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CANDACE 6269	<u>Project #</u>	
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 24/7 LIBRARY KIOSK SBO		

Agenda Wording

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019,

Summary (Background)

This special budget ordinance supports the purchase of books for a newly-purchased 24/7 library kiosk in order to increase literacy by eliminating check-out barriers,

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 1000		# 0320-36100-11600-54999
Revenue \$ 1000		# 0980-89000-97113-80101
Expense \$ 1000		# 1300-30210-99999-39710
Revenue \$ 1000		# 1300-56100-94000-56402
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	DALTON, PAT	pcbrown@spokanelibrary.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35805

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0320-36100- 11600-54999	General Fund: City Council Other Misc Charges	<u>\$ 1,000</u>
--------------	------------------------------------	--	------------------------

TO:	0980-89000- 97113-80101	General Fund: Transfer to Library Fund	<u>\$1,000</u>
------------	------------------------------------	---	-----------------------

Section 2: That in the budget of the Library Fund, and the budget annexed thereto with reference to the Library Fund, the following changes be made:

FR:	1300-30210- 99999-39710	Library Fund: From General Fund	<u>\$1,000</u>
------------	------------------------------------	--	-----------------------

TO:	1300-56100- 94000-56402	Library Fund: Library Books	<u>\$ 1,000</u>
------------	------------------------------------	--	------------------------

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need **to support the purchase of books for a newly-purchased 24/7 library kiosk in order to increase literacy by eliminating check-out barriers**, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

**Agenda Sheet for City Council Meeting of:**

08/19/2019

Date Rec'd

7/25/2019

Clerk's File #

ORD C35806

Renews #Submitting Dept

PLANNING

Cross Ref #

OPR 2013-0132

Contact Name/Phone

TERI STRIPES 625-6597

Project #Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0650 - ORDINANCE ADOPTING NEW SECTION 7.14.020 REVENUE ALLOCATION TO NEPDA

Agenda Wording

This ordinance adopts a new section 7.14.020 to Chapter 7.14 of the Spokane Municipal code to establish the revenue allocation to the Northeast Public Development Authority.

Summary (Background)

The revenue allocation, effective January 1, 2019, is outlined in the new section of the SMC as 75% incremental revenue increase from all applicable taxes collected by or on behalf of the City regular sales or use tax, leasehold excise tax, real and personal property tax, and utility tax generated within the geographic boundaries of the Focus Area set forth in the map.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TRAUTMAN, HEATHER

Study SessionDivision Director

CORTRIGHT, CARLY

Other

PIES 7/22/19

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

tstripes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

htrautman@spokanecity.org

Additional Approvals

korlob@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

eschoedel@spokanecity.org

smsimmons@spokanecity.org

tblack@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Ordinance No. C-35806

An ordinance relating to the Northeast Public Development Authority; adopting a new section 7.14.020 to Chapter 7.14 of the Spokane Municipal Code.

WHEREAS, on December 12, 2011, the City Council approved Ordinance No. C-34813 creating the Northeast Public Development Authority (NEPDA), which authorized a charter and bylaws for the NEPDA; and

WHEREAS, the City Council desires to provide a sustainable funding source for the operation of the NEPDA in accomplishing the objectives of the NEPDA as set forth in its Charter as approved by the City Council; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.14.020 to Chapter 7.14 of the Spokane Municipal Code to read as follows:

7.14.020 Revenue Allocation to Northeast Public Development Authority

Effective January 1, 2019, seventy five percent (75%) of incremental Revenue increases from all applicable taxes collected by or on behalf of the City, to include without limitation the City's share of: 1) regular sales or use tax, 2) leasehold excise tax, 3) real and personal property tax, and 4) utility tax generated within the geographic boundaries of the Focus Area set forth in the attached Map, (Map 7.14.020-M1), will be allocated to the NEPDA. For purposes of this section "Revenue" means any incremental increases in tax revenues from properties or conducting of business originating from the location of properties within the geographic boundaries of the Focus Area. The Revenue allocation shall not apply to revenue generated within the boundaries of a tax increment finance district created prior to the effective date of this ordinance.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

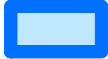

Assistant City Attorney

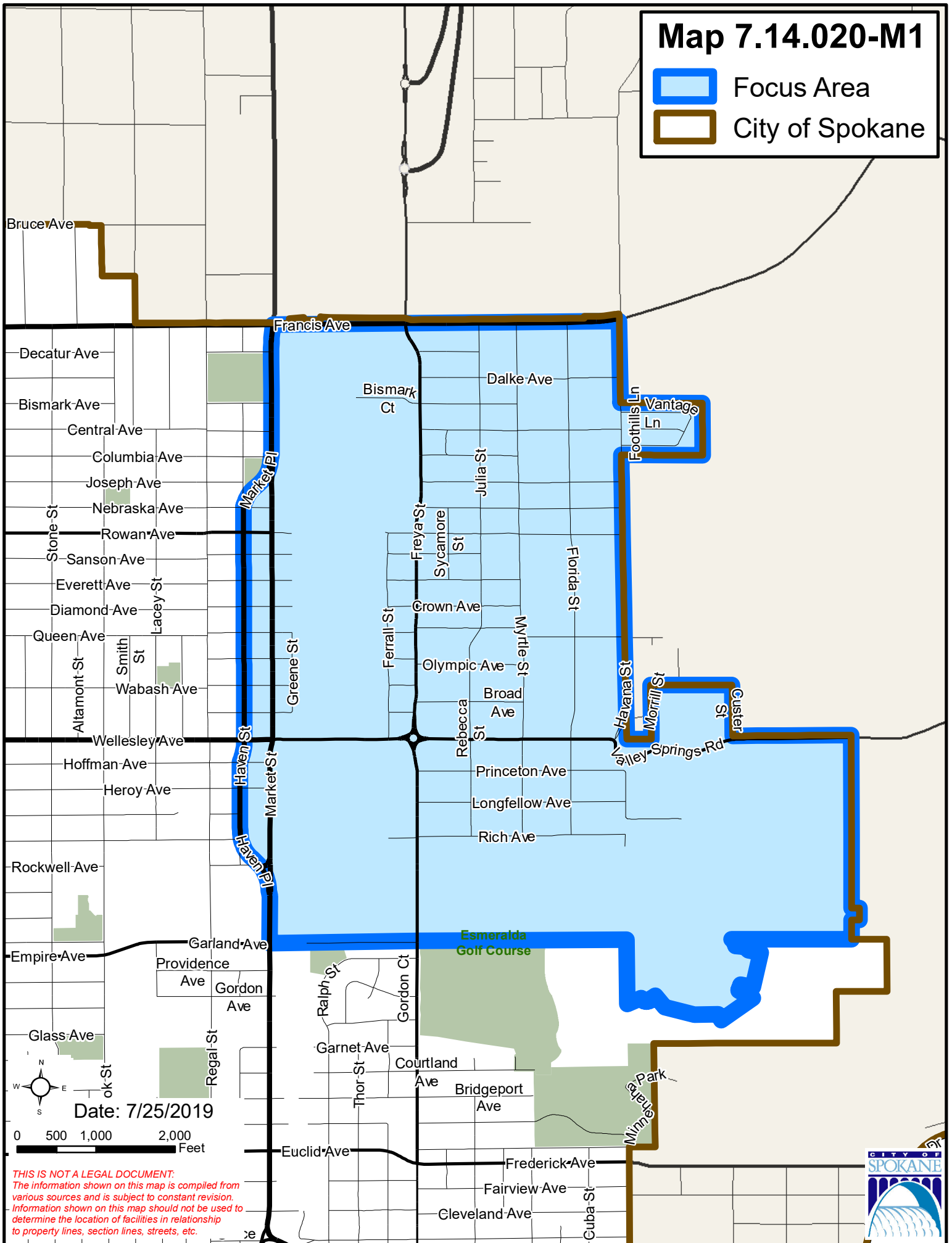
Mayor

Date

Effective Date

Map 7.14.020-M1

-  Focus Area
-  City of Spokane



THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



**Agenda Sheet for City Council Meeting of:**

08/19/2019

Date Rec'd

8/1/2019

Clerk's File #

OPR 2019-0619

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Considerations

Requisition #Agenda Item Name

0320 - LETTER OF INTENT FOR REAL PROPERTY SALE TO GONZAGA HAVEN, LLC

Agenda Wording

Letter of intent to negotiate purchase and sale agreement for 5 parcels of city-owned property in the Logan Neighborhood.

Summary (Background)

Letter of intent for transfer of property to Gonzaga Haven LLC and vacation sections of N. Nevada St. and E. Cleveland Ave. by April 1, 2020 subject to conditions such as: (1) Existing City offices relocated at purchaser's expense and no undue impact to services; (2) Alternative parking provided for City vehicles; (3) design compatible with neighborhood; (4) relocation of SD 81 storage facility; (5) buyer controls adjacent parcels; (6) 96 units of affordable housing in 2020.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Revenue \$ TBD

TBD

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study Session

8/1/2019

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

RICHMAN, JAMES

kbustos@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

dsteele@spokanecity.org

Additional ApprovalsPurchasing

**LETTER OF INTENT – 2.24 +/- acres and improvements at
2809, 2811, 2817 & 2821 N. Nevada St. and 920 E. Wolverton Ct. (5 parcels)**

The City of Spokane has adopted a strategic plan prioritizing innovative uses of publicly owned land in support of economic growth and affordable housing development. The City owns five parcels located at 2809, 2811, 2817 & 2821 N Nevada St and 920 E Wolverton Ct with current uses supporting public utilities. The parcels are within a Comprehensive Plan identified corridor that is prioritized for more intensive use. The parcels are also within TheZone, a place-based collective impact initiative to which the City is a partner. TheZone strategic plan calls for increased community investment in housing and family support services.

Gonzaga University has engaged the Logan Neighborhood and other community partners in a place-based initiative to grow assets in their surrounding community to support long-term success for vulnerable and at-risk children. Through a collaboration between Gonzaga University, nonprofits specializing in affordable housing development and family support service providers an opportunity exists to develop the City-owned parcels with a service enriched affordable housing project serving families with high levels of need.

It is understood that this Letter of Intent only constitutes an expression of intent and that any final and binding agreement shall be subject to the preparation, negotiation and execution of definitive legal documents (hereinafter referred to as the “Purchase and Sale Agreement”).

Through this letter, the City of Spokane a Washington State Municipal Corporation (Seller) and Gonzaga Haven LLC a Washington State LLC (Purchaser) documents our non-binding intent to transfer the subject property to Gonzaga Haven LLC at valuable consideration equal to fair market value. The Purchaser will reimburse the Seller, up to \$4,000, for an appraisal of the subject property to determine fair market value. The City will take necessary steps to transfer ownership of the property to Gonzaga Haven LLC and to vacate sections of N Nevada St and E Cleveland Ave adjacent to the property by April 1, 2020 subject to the following conditions:

- The surplus, transfer and vacations are approved by the Spokane City Council
- Existing City offices located on the land are relocated at purchaser’s expense without undue impact to public service delivery
- An alternative parking site is provided for City vehicles and employees
- Gonzaga Haven LLC demonstrates funding/financing for the proposed affordable housing project is committed
- The design of the affordable housing project is consistent with the character of the Logan neighborhood
- Best efforts are made to facilitate the relocation of the adjacent Spokane Public Schools storage facility

- Gonzaga Haven LLC demonstrates site control of immediately adjacent parcels (2817, 2811 and 2809 N Nevada St)
- Gonzaga Haven demonstrates acceptable plan to construct approximately 96 units of affordable housing and amenities on the subject property with construction to commence in 2020
- Purchaser shall have a feasibility period to study the suitability of the subject property that shall expire on June 1, 2020
- Studies conducted by Purchaser during feasibility period shall be shared with Seller
- Purchaser shall have the right, upon notice to Seller, to assign its rights under the Purchase and Sale Agreement to a special purpose entity affiliated with Purchaser
- This sale shall be closed no later than October 1, 2020

Seller and Purchaser understand and agree that the purpose of this Letter of Intent is merely to preliminarily outline acceptable terms for the drafting of a mutually acceptable Purchase and Sale Agreement to be completed by March 1, 2020.

AGREED AND ACCEPTED:

PURCHASER:

Gonzaga Haven, LLC

By: _____

Its: _____

Date: _____

SELLER:

City of Spokane

By: _____

Its: _____

Date: _____

Gonzaga Haven

Spokane has an opportunity to foster the development of a unique community created to reduce intergenerational poverty by providing services focused on education and personal wellness.

Gonzaga Haven will create the stable, supportive environment to build resiliency in the children who live there while reducing Adverse Childhood Experiences (ACEs). Without this safe place, children exposed to ACE's are up to 33 percent more likely to become homeless; 11 times as likely to use intravenous drugs and 14 times more likely to attempt suicide. They are 2.5 times more likely to fail a grade, score lower on standardized tests, are expelled more frequently and are more likely to be designated to need special education.

The community will be a haven for families ready to take the next step in improving their lives after having graduated from the Rising Strong Program. This program decreases the number of families in foster care and reduces the intergenerational effects of complex trauma. The outcomes we will observe in the lives of children served at Gonzaga Haven will be:

- Higher educational performance
- Lower levels of unemployment
- Lower homelessness
- Reduced reliance on public assistance

Partner organizations include Gonzaga University, Catholic Charities of Eastern Washington, Horizon Housing Alliance, Spokane Public Schools, Spokane Housing Authority and Inland Development. Partner organizations are commitment to the dignity of the human person, social justice and service to the poor and vulnerable. This model fulfills the strategies established in Gonzaga's Place Based Initiative while building on the proven success in stabilizing over 125 families at the Pope Francis Haven and Sisters Haven apartments operated by Catholic Charities of Eastern Washington (CCEW).

Services:

CCEW and GU's Center for Community Engagement will provide a full range of supportive services for residents of the community including:

- Peer support relationships
- Adult education/employment readiness
- Personal health and wellness classes
- Case management
- Health and substance abuse counseling/treatment
- Access to primary health care
- Food preparation and nutrition classes
- Multi-modal transportation systems
- Scholarships at Gonzaga Prep and GU

The strategies of Gonzaga University's Place-Based initiative serve as guiding principles for the project's design, operations and resident support. This will bring GU students together with families with histories of complex trauma for their mutual benefit. Residents will have opportunity to change their lives. Students will engage with people from diverse backgrounds and apply their classroom knowledge in a meaningful, real-world setting. The results are students more prepared to address real challenges and families breaking the cycle of poverty.

The Community:

- 96 units of 1-3-bedroom apartments
- 5000-sq-ft clubhouse and meeting space
- Playground space
- Outdoor field access

7/3/19

- Gonzaga Haven LLC demonstrates site control of immediately adjacent parcels (2817, 2811 and 2809 N Nevada St)
- Gonzaga Haven demonstrates acceptable plan to construct approximately 96 units of affordable housing and amenities on the subject property with construction to commence in 2020
- Purchaser shall have a feasibility period to study the suitability of the subject property that shall expire on June 1, 2020
- Studies conducted by Purchaser during feasibility period shall be shared with Seller
- Purchaser shall have the right, upon notice to Seller, to assign its rights under the Purchase and Sale Agreement to a special purpose entity affiliated with Purchaser
- This sale shall be closed no later than October 1, 2020

Seller and Purchaser understand and agree that the purpose of this Letter of Intent is merely to preliminarily outline acceptable terms for the drafting of a mutually acceptable Purchase and Sale Agreement to be completed by March 1, 2020.

AGREED AND ACCEPTED:

PURCHASER:

Gonzaga Haven, LLC

SELLER:

City of Spokane

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____