

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through May 4, 2020.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. **The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering the access code 966 942 097 when prompted.**

The regularly scheduled 6:00 p.m. Legislative Sessions are canceled through May 4, 2020. City Council will be moving all legislative agenda items to their regularly scheduled 3:30 p.m. Briefing / Administrative Sessions.

**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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 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 (3) minutes to present their 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 there to 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, MAY 4, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY 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 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) 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.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas and packet materials may be accessed on the City website at www.spokanecity.org.

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

(This page has been temporarily modified during the closure of City Hall to the public.)

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. Contract Amendment with Pacifica Law Group (Seattle, WA) for outside special counsel, providing legal services, and advice to the City regarding the matter of Saved Magazine, et. al., v. City of Spokane, et. al.—increase not to exceed \$100,000. Total Contract Amount: \$150,000.
Mike Ormsby | Approve | OPR 2020-0110 |
| 2. Low Bid Award of Bacon Concrete, Inc. (Spokane, WA) for the Spokane Arterial Curb Ramp Project-South—\$816,101. An administrative reserve of \$81,610.10, which is 10% of the contract price, will be set aside.
Dan Buller | Approve | OPR 2020-0437
ENG 2018042 |
| 3. Approve budgeted Performance Management Office Contractual Service Funds to be used to extend funding of existing VOLT contract (Spokane Valley, WA) for critical path resources—\$145,000.
Dusty Fredrickson | Approve | OPR 2017-0876 |
| 4. Subrecipient Contract with Spokane County for the disbursement of funds from the JAG 19 Department of Justice Award for the term of October 1, 2018, through September 30, 2022—\$62,744.
Jennifer Hammond | Approve | OPR 2019-0873 |

5. Report of the Mayor of pending: Approve &
Authorize
Payments CPR 2020-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
6. City Council Meeting Minutes: _____, 2020. Approve
All CPR 2020-0013
-

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

NOTE: The regularly scheduled 6:00 p.m. Legislative Session of the Spokane City Council on May 4, 2020, is canceled. City Council will consider legislative agenda items during their regularly scheduled 3:30 p.m. Administrative Session.

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 – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

Ordinance C35907 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund - Mayor's Office

FROM: Reserve for Budget Adjustment, \$24,116;

TO: Director – Office of the Mayor (from Range 40 Step 6 to Range 51 Step 6), \$15,424; and

TO: Constituent Services Coordinator (from Range 22 Step 6 to Range 32 Step 6), \$8,692

(This action adjusts salary ranges following a review of incumbents' responsibilities and job descriptions.)

Meghann Steinolfson

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Request Motion to defer the following Ordinances (ORD C35860 and ORD C35861) to a date to be determined by City Council:

ORD C35860 Emergency Ordinance C35860 establishing a local residential tenancy code; recodifying Division I of Title 10 as Title 10A; recodifying Division II of Title 10 as Title 10B; enacting a new Title 10C; enacting new sections 07.08.153 and 18.03.030; and amending sections 08.01.090, 08.01.120, 08.01.180, 08.01.200, 08.02.0206, and 18.01.030 of the Spokane Municipal Code; and declaring an emergency. (Deferred from February 24, 2020 Agenda) (Council Sponsor: Council President Beggs)

Council President Beggs

ORD C35861 Emergency Ordinance C35861 requiring specific cause for most residential evictions; enacting new sections 18.03.005 and 18.03.030 of the Spokane Municipal Code; and declaring an emergency. (Deferred from February 24, 2019, Agenda) (Council Sponsor: Council President Beggs)
Council President Beggs

NO RESOLUTIONS

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for May 04, 2020
(per Council Rule 2.1.2)

ADJOURNMENT

The May 4, 2020, Regular Legislative Session of the City Council is adjourned to May 11, 2020.

NOTES

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

05/04/2020

Date Rec'd

4/14/2020

Clerk's File #

OPR 2020-0110

Renews #**Submitting Dept**

CITY ATTORNEY

Contact Name/Phone

MIKE ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 SPECIAL COUNSEL AMENDMENT

Cross Ref #**Project #****Bid #****Requisition #**

FROM CLAIMS

Agenda Wording

The City entered into a Contract with Pacifica Law Group as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of SAVED MAGAZINE, ET. AL., v. CITY OF SPOKANE, ET. AL.

Summary (Background)

Additional funds are necessary as the case is ongoing and significant discovery is being conducted. The total amount of the contract, including this amendment is \$150,000.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 100,000.00

0000-00000-00000-00000 - from Claims

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

PICCOLO, MIKE

Study Session\Other

4/20/20

Division Director**Council Sponsor**

Council President Beggs

Finance

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

greg.wong@pacificallawgroup.com

For the Mayor

ORMSBY, MICHAEL

sfaggiano@spokanecity.org

Additional Approvals

tstrothman@spokanecity.org

Purchasing

james.scott@ascrisk.com

sdhansen@spokanecity.org

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 4/9/20

Type of expenditure: Goods ☐ Services ☒

Department: 0500 City Attorney

Approving Supervisor: Michael Ormsby

Amount of Proposed Expenditure: 100,000

Funding Source: Claims/Risk

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Contract Amendment for Pacifica Law Group as outside legal counsel in the matter of SAVED MAGAZINE, ET. AL., v. CITY OF SPOKANE, ET. AL. This litigation arises from the "Drag Queen" story hours held last spring by the Spokane Public Library but is focused on alleged conduct by SPD on their crowd control tactics.

What are the impacts if expenses are deferred?

We will not have the specialized legal assistance necessary to defend this case. An adverse decision in this case would have a negative impact on both the Library and the Police Department

What alternative resources have been considered?

We are already doing portions of the work in the Legal Department to reduce outside expenses.

Description of the goods or service and any additional information?

Will be amending OPR 2020-0110. Original contract amount of \$50,000. With Amendment, total contract amount will be \$150,000.

Person Submitting Form/Contact: Sheila Hansen - 6884

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Wes Crago

9C36E3376992442...



City of Spokane
**SPECIAL COUNSEL
CONTRACT AMENDMENT**

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

WHEREAS, the parties entered into a Contract wherein the Firm agreed act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of SAVED MAGAZINE, ET. AL., v. CITY OF SPOKANE, ET. AL., consistent with applicable laws and this Contract.

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

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

1. CONTRACT DOCUMENTS.

The original Contract attested by the City Clerk on January 31, 2020, 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 April 1, 2020.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).**

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

PACIFICA LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

20-064

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

05/04/2020

Date Rec'd

4/21/2020

Clerk's File #

OPR 2020-0437

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 -LOW BID AWARD - BACON CONCRETE INC.

Cross Ref #**Project #**

2018042

Bid #**Requisition #**

BT

Agenda Wording

Low Bid of Bacon Concrete Inc. of Spokane, WA for the Spokane Arterial Curb Ramp Project-South in the amount of \$816,101.00. An administrative reserve of \$81,610.10, which is 10% of the contract price, will be set aside. (Various Neighborhood

Summary (Background)

On April 20, 2020 bids were opened for the above project. The low bid was from Bacon Concrete Inc. in the amount of \$816,101.00, which is \$5,923.50 or .72% under the Engineer's Estimate; four other bids were received as follows: Cole Concrete Inc., - \$835,831.99, LaRiviere Inc., - \$855,568.15, William Winkler Company - \$899,154.00 and National Native American Company - \$1,029,828.00.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 897,711.10

3200-49820-42300-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session\Other

PIES 3/23/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

htrautman@spokanecity.org

aduffey@spokanecity.org

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Arterial Curb Ramp (North)
Date:	3-23-20
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 associated with projects in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts
<u>Background/History:</u> <ul style="list-style-type: none"> • Every year the city street dept grinds and overlays various streets through the city. • These projects generate the need for curb ramp installation or replacements. • The street dept does not have the manpower or expertise to construct concrete curb ramps complying with ADA 	
<ul style="list-style-type: none"> • Because of the large number of curb ramps to be replaced, we have divided the work load into two projects, one primarily on the north side of town and one primarily on the south side. • These two projects construct curb ramps from street dept. grind and overlay projects on city arterials from 2018, 2019 and 2020. • Because the ramps are spread out throughout town, no exhibit is attached. • This project is paid with local funds. 	
<u>Operations Impact:</u> 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:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 4/8/20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$2,200,000

Funding Source: Street dept funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Curb ramp installation is required any time a street is rebuilt or a grind and overlay is done. These two projects (Arterial Curb Ramps - North and Arterial Curb Ramps - South) are made necessary by the street dept's internal grind and overlay projects in 2018, 2019 and 2020.

What are the impacts if expenses are deferred?

We will be out of compliance with ADA laws.

What alternative resources have been considered?

There are none.

Description of the goods or service and any additional information?

Install curb ramps on streets the street dept has or will grind & overlay.

Person Submitting Form/Contact: Dan Buller

FINANCE SIGNATURE:

DocuSigned by:

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

9C36E3376992442...

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2018042

Project Description Spokane Arterial Curb Ramp Project - South

Original Date 3/24/2020 12:27:42 PM

Funding Source Local

Update Date 4/20/2020 3:39:21 PM

Preparer Rich Proszek

Addendum

Project Number: 2018042			Engineer's Estimate		Bacon Concrete Inc		Cole Concrete, LLC		LaRiviere Inc	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule Description					Tax Classification					
Schedule 01 Street Improvements		Sales tax shall be included in unit prices								
101	ADA FEATURES SURVEYING	1 LS	*****	18,000.00	*****	14,200.00	*****	13,608.00	*****	11,357.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,000.00	*****	1,000.00	*****	1,000.00	*****	650.00
104	POTHOLING	1 EA	700.00	700.00	300.00	300.00	314.00	314.00	790.00	790.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	15,000.00	*****	10,000.00	*****	8,040.00	*****	7,281.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	700.00	2,800.00	700.00	2,800.00	625.00	2,500.00	670.00	2,680.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,000.00	*****	5,300.00	*****	5,208.33	*****	5,587.00
108	MOBILIZATION	1 LS	*****	75,000.00	*****	53,000.00	*****	137,833.84	*****	95,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	60,000.00	*****	41,598.96	*****	54,876.00
110	SEQUENTIAL ARROW SIGN	700 HR	6.00	4,200.00	4.00	2,800.00	1.56	1,092.00	2.85	1,995.00
111	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	6,000.00	*****	14,167.00	*****	12,030.00
112	TREE ROOT TREATMENT	16 EA	600.00	9,600.00	740.00	11,840.00	703.13	11,250.08	697.00	11,152.00
113	TREE PROTECTION ZONE	41 EA	300.00	12,300.00	260.00	10,660.00	223.96	9,182.36	222.00	9,102.00
114	REMOVE TREE, CLASS I	1 EA	450.00	450.00	500.00	500.00	468.75	468.75	465.00	465.00

<i>Project Number:</i> 2018042			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cole Concrete, LLC		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
115	REMOVE TREE, CLASS II	4 EA	900.00	3,600.00	2,300.00	9,200.00	2,187.50	8,750.00	2,162.00	8,648.00
116	TREE PRUNING	37 EA	350.00	12,950.00	245.00	9,065.00	218.75	8,093.75	217.00	8,029.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	6,000.00	*****	6,000.00	*****	1,000.00	*****	8.85
118	REMOVE EXISTING CURB	2840 LF	8.50	24,140.00	12.50	35,500.00	9.69	27,519.60	10.00	28,400.00
119	REMOVE EXISTING CURB AND GUTTER	710 LF	10.50	7,455.00	12.50	8,875.00	9.69	6,879.90	10.00	7,100.00
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2115 SY	16.00	33,840.00	16.00	33,840.00	11.75	24,851.25	16.00	33,840.00
121	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	500.00	500.00	600.00	600.00	704.90	704.90	1,000.00	1,000.00
122	REMOVE CURB/GRATE INLET	1 EA	400.00	400.00	400.00	400.00	285.00	285.00	950.00	950.00
123	SAWCUTTING CURB	284 EA	40.00	11,360.00	30.00	8,520.00	31.25	8,875.00	32.35	9,187.40
124	SAWCUTTING RIGID PAVEMENT	6560 LFI	1.00	6,560.00	1.50	9,840.00	1.04	6,822.40	1.10	7,216.00
125	SAWCUTTING FLEXIBLE PAVEMENT	3050 LFI	0.70	2,135.00	1.00	3,050.00	0.31	945.50	0.35	1,067.50
126	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	17260 LFI	1.80	31,068.00	1.25	21,575.00	0.36	6,213.60	0.35	6,041.00
127	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	25.00	250.00	15.00	150.00	42.00	420.00	25.60	256.00
128	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	35.00	350.00	25.00	250.00	52.00	520.00	44.60	446.00
129	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	100.00	1,000.00	110.00	1,100.00	170.00	1,700.00
130	CSTC FOR SIDEWALK AND DRIVEWAYS	155 CY	115.00	17,825.00	95.00	14,725.00	138.70	21,498.50	155.00	24,025.00
131	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 6 INCH THICK	240 SY	60.00	14,400.00	125.00	30,000.00	72.19	17,325.60	71.55	17,172.00
132	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 2 INCH THICK	10 SY	30.00	300.00	200.00	2,000.00	169.27	1,692.70	168.00	1,680.00
133	PAVEMENT REPAIR EXCAVATION INCL. HAUL	240 SY	30.00	7,200.00	45.00	10,800.00	19.95	4,788.00	32.80	7,872.00

<i>Project Number:</i> 2018042			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cole Concrete, LLC		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
134	CEMENT CONCRETE CURB WALL	90 LF	75.00	6,750.00	65.00	5,850.00	76.00	6,840.00	66.70	6,003.00
135	GRATE INLET TYPE 3	1 EA	1,500.00	1,500.00	1,400.00	1,400.00	1,685.00	1,685.00	1,185.00	1,185.00
136	CATCH BASIN TYPE 1	1 EA	2,300.00	2,300.00	3,000.00	3,000.00	2,550.00	2,550.00	1,840.00	1,840.00
137	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	1 EA	500.00	500.00	600.00	600.00	711.00	711.00	539.00	539.00
138	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	500.00	500.00	600.00	600.00	711.00	711.00	539.00	539.00
139	MH OR DW FRAME AND COVER (STANDARD)	1 EA	500.00	500.00	600.00	600.00	649.00	649.00	502.00	502.00
140	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	500.00	500.00	600.00	600.00	762.00	762.00	551.00	551.00
141	VALVE BOX AND COVER	1 EA	400.00	400.00	450.00	450.00	565.00	565.00	556.00	556.00
142	CLEANING EXISTING DRAINAGE STRUCTURE	50 EA	350.00	17,500.00	340.00	17,000.00	269.80	13,490.00	456.00	22,800.00
143	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	200.00	*****	1,000.00	*****	459.00
144	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	10 LF	60.00	600.00	100.00	1,000.00	149.00	1,490.00	92.30	923.00
145	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1 EA	350.00	350.00	700.00	700.00	803.00	803.00	993.00	993.00
146	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	350.00	350.00	700.00	700.00	803.00	803.00	675.00	675.00
147	PLUGGING EXISTING PIPE	1 EA	100.00	100.00	200.00	200.00	234.00	234.00	354.00	354.00
148	ESC LEAD	1 LS	*****	1,200.00	*****	1,000.00	*****	2,250.00	*****	1,211.00
149	INLET PROTECTION	50 EA	100.00	5,000.00	100.00	5,000.00	87.40	4,370.00	82.35	4,117.50
150	TOPSOIL TYPE A, 2 INCH THICK	890 SY	10.00	8,900.00	5.00	4,450.00	8.98	7,992.20	14.75	13,127.50
151	HYDROSEEDING	330 SY	3.00	990.00	5.00	1,650.00	1.27	419.10	7.75	2,557.50

<i>Project Number:</i> 2018042			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cole Concrete, LLC		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
152	SOD INSTALLATION	560 SY	15.00	8,400.00	18.00	10,080.00	18.42	10,315.20	14.90	8,344.00
153	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	15,000.00	*****	6,500.00	*****	7,832.75	*****	14,584.00
154	CEMENT CONCRETE CURB	1970 LF	30.00	59,100.00	26.00	51,220.00	32.50	64,025.00	32.15	63,335.50
155	CEMENT CONC. CURB AND GUTTER	3196 LF	35.00	111,860.00	30.00	95,880.00	34.37	109,846.52	31.85	101,792.60
156	CEMENT CONCRETE DRIVEWAY	10 SY	70.00	700.00	100.00	1,000.00	114.00	1,140.00	102.00	1,020.00
157	CEMENT CONC. SIDEWALK	2752 SY	65.00	178,880.00	56.00	154,112.00	48.38	133,141.76	56.90	156,588.80
158	RAMP DETECTABLE WARNING	1136 SF	28.00	31,808.00	19.00	21,584.00	19.00	21,584.00	23.15	26,298.40
159	RAMP DETECTABLE WARNING RETROFIT	16 SF	40.00	640.00	60.00	960.00	23.75	380.00	121.00	1,936.00
160	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	10,000.00	*****	40,000.00	*****	37,557.29	*****	41,495.00
161	REMOVAL OF EXISTING PAVEMENT MARKINGS	165 SF	4.50	742.50	17.00	2,805.00	15.68	2,587.20	10.30	1,699.50
162	PAVEMENT MARKING - DURABLE HEAT APPLIED	157 SF	10.00	1,570.00	17.00	2,669.00	14.35	2,252.95	10.30	1,617.10
163	REMOVE AND RESET ROCK RETAINING WALL	1 LS	*****	2,000.00	*****	500.00	*****	3,295.00	*****	320.00
<i>Schedule Totals</i>				822,024.50		816,101.00		835,831.99		855,568.15

<i>Project Number:</i> 2018042		<i>Engineer's Estimate</i>			William Winkler Company		National Native American Construction, Inc.			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
101	ADA FEATURES SURVEYING	1 LS	*****	18,000.00	*****	18,500.00	*****	16,308.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	1,000.00	*****	489.00	*****	750.00	*****	0.00
104	POTHOLING	1 EA	700.00	700.00	422.50	422.50	903.00	903.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	15,000.00	*****	7,483.00	*****	12,208.00	*****	0.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	700.00	2,800.00	630.00	2,520.00	720.00	2,880.00	0.00	0.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,000.00	*****	5,250.00	*****	6,004.00	*****	0.00
108	MOBILIZATION	1 LS	*****	75,000.00	*****	73,793.00	*****	91,557.00	*****	0.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	75,223.00	*****	76,083.00	*****	0.00
110	SEQUENTIAL ARROW SIGN	700 HR	6.00	4,200.00	1.75	1,225.00	2.00	1,400.00	0.00	0.00
111	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	6,778.00	*****	13,693.00	*****	0.00
112	TREE ROOT TREATMENT	16 EA	600.00	9,600.00	709.00	11,344.00	811.00	12,976.00	0.00	0.00
113	TREE PROTECTION ZONE	41 EA	300.00	12,300.00	226.00	9,266.00	258.00	10,578.00	0.00	0.00
114	REMOVE TREE, CLASS I	1 EA	450.00	450.00	525.00	525.00	540.00	540.00	0.00	0.00
115	REMOVE TREE, CLASS II	4 EA	900.00	3,600.00	2,205.00	8,820.00	2,522.00	10,088.00	0.00	0.00
116	TREE PRUNING	37 EA	350.00	12,950.00	220.50	8,158.50	252.00	9,324.00	0.00	0.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	6,000.00	*****	5,825.00	*****	9,492.00	*****	0.00
118	REMOVE EXISTING CURB	2840 LF	8.50	24,140.00	8.60	24,424.00	5.00	14,200.00	0.00	0.00
119	REMOVE EXISTING CURB AND GUTTER	710 LF	10.50	7,455.00	8.65	6,141.50	6.00	4,260.00	0.00	0.00

<i>Project Number:</i> 2018042			<i>Engineer's Estimate</i>		William Winkler Company		National Native American Construction, Inc.			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2115 SY	16.00	33,840.00	11.10	23,476.50	47.00	99,405.00	0.00	0.00
121	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	500.00	500.00	1,725.00	1,725.00	817.00	817.00	0.00	0.00
122	REMOVE CURB/GRATE INLET	1 EA	400.00	400.00	1,725.00	1,725.00	817.00	817.00	0.00	0.00
123	SAWCUTTING CURB	284 EA	40.00	11,360.00	30.00	8,520.00	24.00	6,816.00	0.00	0.00
124	SAWCUTTING RIGID PAVEMENT	6560 LFI	1.00	6,560.00	1.05	6,888.00	0.90	5,904.00	0.00	0.00
125	SAWCUTTING FLEXIBLE PAVEMENT	3050 LFI	0.70	2,135.00	0.35	1,067.50	0.30	915.00	0.00	0.00
126	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	17260 LFI	1.80	31,068.00	0.40	6,904.00	0.30	5,178.00	0.00	0.00
127	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	25.00	250.00	116.50	1,165.00	77.00	770.00	0.00	0.00
128	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	35.00	350.00	125.00	1,250.00	102.00	1,020.00	0.00	0.00
129	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	191.00	1,910.00	161.00	1,610.00	0.00	0.00
130	CSTC FOR SIDEWALK AND DRIVEWAYS	155 CY	115.00	17,825.00	123.50	19,142.50	36.00	5,580.00	0.00	0.00
131	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 6 INCH THICK	240 SY	60.00	14,400.00	126.50	30,360.00	83.00	19,920.00	0.00	0.00
132	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 2 INCH THICK	10 SY	30.00	300.00	272.50	2,725.00	195.00	1,950.00	0.00	0.00
133	PAVEMENT REPAIR EXCAVATION INCL. HAUL	240 SY	30.00	7,200.00	12.20	2,928.00	50.00	12,000.00	0.00	0.00
134	CEMENT CONCRETE CURB WALL	90 LF	75.00	6,750.00	66.10	5,949.00	48.00	4,320.00	0.00	0.00
135	GRATE INLET TYPE 3	1 EA	1,500.00	1,500.00	1,341.00	1,341.00	2,786.00	2,786.00	0.00	0.00
136	CATCH BASIN TYPE 1	1 EA	2,300.00	2,300.00	1,104.00	1,104.00	4,481.00	4,481.00	0.00	0.00
137	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	1 EA	500.00	500.00	776.00	776.00	689.00	689.00	0.00	0.00

<i>Project Number:</i> 2018042			<i>Engineer's Estimate</i>		William Winkler Company		National Native American Construction, Inc.			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
138	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	500.00	500.00	776.00	776.00	715.00	715.00	0.00	0.00
139	MH OR DW FRAME AND COVER (STANDARD)	1 EA	500.00	500.00	696.50	696.50	620.00	620.00	0.00	0.00
140	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	500.00	500.00	752.00	752.00	672.00	672.00	0.00	0.00
141	VALVE BOX AND COVER	1 EA	400.00	400.00	455.50	455.50	690.00	690.00	0.00	0.00
142	CLEANING EXISTING DRAINAGE STRUCTURE	50 EA	350.00	17,500.00	334.00	16,700.00	448.00	22,400.00	0.00	0.00
143	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	562.50	*****	680.00	*****	0.00
144	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	10 LF	60.00	600.00	109.50	1,095.00	137.00	1,370.00	0.00	0.00
145	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1 EA	350.00	350.00	1,006.00	1,006.00	1,448.00	1,448.00	0.00	0.00
146	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	350.00	350.00	1,011.00	1,011.00	1,448.00	1,448.00	0.00	0.00
147	PLUGGING EXISTING PIPE	1 EA	100.00	100.00	1,333.00	1,333.00	1,797.00	1,797.00	0.00	0.00
148	ESC LEAD	1 LS	*****	1,200.00	*****	772.50	*****	2,762.00	*****	0.00
149	INLET PROTECTION	50 EA	100.00	5,000.00	73.90	3,695.00	105.00	5,250.00	0.00	0.00
150	TOPSOIL TYPE A, 2 INCH THICK	890 SY	10.00	8,900.00	5.25	4,672.50	6.00	5,340.00	0.00	0.00
151	HYDROSEEDING	330 SY	3.00	990.00	3.65	1,204.50	4.00	1,320.00	0.00	0.00
152	SOD INSTALLATION	560 SY	15.00	8,400.00	13.10	7,336.00	15.00	8,400.00	0.00	0.00
153	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	15,000.00	*****	29,400.00	*****	33,622.00	*****	0.00
154	CEMENT CONCRETE CURB	1970 LF	30.00	59,100.00	38.40	75,648.00	40.00	78,800.00	0.00	0.00
155	CEMENT CONC. CURB AND GUTTER	3196 LF	35.00	111,860.00	36.70	117,293.20	42.00	134,232.00	0.00	0.00

<i>Project Number:</i> 2018042			<i>Engineer's Estimate</i>		William Winkler Company		National Native American Construction, Inc.			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
156	CEMENT CONCRETE DRIVEWAY	10 SY	70.00	700.00	97.60	976.00	128.00	1,280.00	0.00	0.00
157	CEMENT CONC. SIDEWALK	2752 SY	65.00	178,880.00	66.40	182,732.80	65.00	178,880.00	0.00	0.00
158	RAMP DETECTABLE WARNING	1136 SF	28.00	31,808.00	15.00	17,040.00	24.00	27,264.00	0.00	0.00
159	RAMP DETECTABLE WARNING RETROFIT	16 SF	40.00	640.00	20.00	320.00	20.00	320.00	0.00	0.00
160	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	10,000.00	*****	42,210.00	*****	43,294.00	*****	0.00
161	REMOVAL OF EXISTING PAVEMENT MARKINGS	165 SF	4.50	742.50	10.50	1,732.50	18.00	2,970.00	0.00	0.00
162	PAVEMENT MARKING - DURABLE HEAT APPLIED	157 SF	10.00	1,570.00	10.50	1,648.50	17.00	2,669.00	0.00	0.00
163	REMOVE AND RESET ROCK RETAINING WALL	1 LS	*****	2,000.00	*****	2,940.00	*****	3,362.00	*****	0.00
<i>Schedule Totals</i>				822,024.50		899,154.00		1,029,828.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	822,024.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	822,024.50
Bacon Concrete Inc	816,101.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	816,101.00
Cole Concrete, LLC	835,831.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	835,831.99
LaRiviere Inc	855,568.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	855,568.15
William Winkler Compa	899,154.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	899,154.00
National Native Americ	1,029,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,029,828.00

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$816,101.00	\$822,024.50	0.72	% Under Estimate
Bid Totals	\$816,101.00	\$822,024.50	0.72	% Under Estimate

Certificate of Completion

Envelope Id: 249EB76EADF7463593DF7C9CEC5DBDBA

Status: Completed

Subject: 2019042 Arterial Curb Ramp Expenditure Control Form

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Oanh Delgado

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

odelgado@spokanecity.org

IP Address: 73.157.72.176

Record Tracking

Status: Original

Holder: Oanh Delgado

Location: DocuSign

4/8/2020 12:42:58 PM

odelgado@spokanecity.org

Signer Events

Tonya Wallace

twallace@spokanecity.org

Chief Financial Officer

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Tonya Wallace
CBC812B631244E9...

Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Timestamp

Sent: 4/8/2020 12:55:44 PM

Resent: 4/9/2020 1:37:58 PM

Viewed: 4/8/2020 2:51:02 PM

Signed: 4/13/2020 9:18:35 AM

Electronic Record and Signature Disclosure:

Accepted: 3/11/2020 2:33:35 PM

ID: 876f6b4e-9d29-48e4-af73-8cc67d87dfa1

Wes Cargo

wcrago@spokanecity.org

City Administrator

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Wes Cargo
9C38E3376992442...

Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Sent: 4/13/2020 9:18:36 AM

Resent: 4/13/2020 9:24:53 AM

Viewed: 4/13/2020 9:25:25 AM

Signed: 4/13/2020 9:25:40 AM

Electronic Record and Signature Disclosure:

Accepted: 4/13/2020 9:25:25 AM

ID: f0893289-6c78-423d-9123-662f615152c3

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2020 9:24:53 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/13/2020 9:25:25 AM
Signing Complete	Security Checked	4/13/2020 9:25:40 AM
Completed	Security Checked	4/13/2020 9:25:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.

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

05/04/2020

<u>Date Rec'd</u>	4/22/2020
<u>Clerk's File #</u>	OPR 2017-0876
<u>Renews #</u>	

<u>Submitting Dept</u>	PMO	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DUSTY X6482	<u>Project #</u>	
<u>Contact E-Mail</u>	DFREDRICKSON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21653
<u>Agenda Item Name</u>	5750 - PERFORMANCE MANAGEMENT OFFICE CONTRACT EXTENSION W/VOLT		

Agenda Wording

Approve budgeted Performance Management Office 2020 Contractual Service funds to be used to extend funding of existing VOLT contract for critical path resources.

Summary (Background)

The current Volt contract extends to the end of 2020 but is only funded through the end of April 2020. Funding this contract for the balance of 2020 will allow the eSuite project to: - Project Management capacity necessary to support the project's complexity and size - Business/Technical Analyst capacity to complete technically complex project deliverables If the contract cannot be funded the eSuite project team will lose valuable content knowledge that will put the project completion at risk.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 145,000.00	# 5750-73250-18880-54201
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FREDRICKSON, DUSTY	<u>Study Session\Other</u> Urban Experience
<u>Division Director</u>	ORMSBY, MICHAEL	<u>Council Sponsor</u>
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	DALTON, PAT	dfredrickson@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	lwilliams@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

Urban Experience Committee

Division & Department:	Office of Performance Management/Project Management Office
Subject:	Volt Workforce Solutions – Contract Funding Extension for 2020
Date:	3/20/2020
Author (email & phone):	Dusty Fredrickson, PMO - Sr. Project Manager, x-6482
City Council Sponsor:	
Executive Sponsor:	Eric Finch
Committee(s) Impacted:	Urban Experience Committee
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 agenda item directly supports the completion of the eSuite Legal Case Management solution.
Strategic Initiative:	Safe and Healthy
Deadline:	4/30/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approve budgeted PMO 2020 Contractual Service funds be used to extend funding of existing Volt contract (2017-0876) for critical path resources.

Background/History:

Volt has been a key strategic partner in providing scarce skill-setted resources critical to the successful completion of the eSuite Legal Case Management solution.

The current Volt contract extends to the end of 2020, but is only funded through the end of April, 2020.

Funding this contract for the balance of 2020 will allow the eSuite project to retain:

- 1) Project Management capacity necessary to support the project's complexity and size
- 2) Business/Technical Analyst capacity to complete technically complex project deliverables

If the contract cannot be funded, the eSuite project team will lose valuable content knowledge, as well as, team capacity that will put the project's completion at risk.

Executive Summary:

Requesting approval use \$145,000 of PMO 2020 Contractual Services to fund Volt Contract 2017-0876 to the end of 2020:

- Project Management Services: \$84,000 @ \$72/hour
- Business/Technical Analyst Services: \$61,000 @ \$52/hour

This amount is funded via the PMO's internal services departmental allocation model.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 4/13/2020

Type of expenditure: Goods ☐ Services ☒

Department: Office of Performance Mgmt/Project Mgmt Office

Approving Supervisor: Dusty Fredrickson

Amount of Proposed Expenditure: \$145,000

Funding Source: IT Capital Software Replacement Fund

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Volt has been a key strategic partner in providing scarce skill-setted resources critical to the successful completion of the eSuite Legal Case Management solution.

The current Volt contract extends to the end of 2020, but is only funded through the end of April, 2020.

What are the impacts if expenses are deferred?

If the contract cannot be funded, the eSuite will have to be put on hold as the project team will core team capacity and lose valuable content knowledge.

What alternative resources have been considered?

Reallocation of internal PMO and ITSD resources have been considered but are not available due to competing project priorities and operational assignments support the COVID response.

Description of the goods or service and any additional information?

Volt resources are holding two core project team roles:

- 1) Project Management
- 2) Business/Technical Analysis

As 100% dedicated resources, these roles are crucial to keeping critical path project activities moving forward

Person Submitting Form/Contact: Dusty Fredrickson

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Wes Crago

9C36E3376992442...

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

05/04/2020

<u>Date Rec'd</u>	4/22/2020
<u>Clerk's File #</u>	
<u>Renews #</u>	OPR 2019-0873

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JENNIFER 625-4056	<u>Project #</u>	
<u>Contact E-Mail</u>	JHAMMOND@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21652
<u>Agenda Item Name</u>	0680-SUB CONTRACT-SPOKANE COUNTY-JAG 19		

Agenda Wording

Requesting approval of a Sub Recipient Contract to Spokane County, as the City of Spokane is the fiscal agent over JAG 19 Department of Justice award for the term of 10/1/2018-9/30/2022. Spokane County was sub awarded \$62,744.

Summary (Background)

The City of Spokane was awarded the 2019-Dept. Of Justice Jag Award in total of \$139,432; subawarding \$62,744 to the County. Spokane county chose to additionally split their award between the Sheriff's office and the prosecutor's office. Their award supports personnel in prosecuting and equipment and supplies for the Sheriff's office in the amount of \$31,372 to each office. **Included in this contract are additional memos from the DOJ regarding the COVID-19 and procedures of this award.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 62,744		# 1620-91773-21250-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u> 3/2/2020
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	spdfinance
<u>For the Mayor</u>	ORMSBY, MICHAEL	emccowan
<u>Additional Approvals</u>		kgrytdal@spokanecounty.org
<u>Purchasing</u>	WAHL, CONNIE	
<u>GRANTS &</u>	STOPHER, SALLY	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Subrecipient Agreement w/Spokane county-JAG 19
Date:	March 2, 2020
Contact (email & phone):	Jennifer Hammond-625-4056, JHammond@spokanepolice.org
City Council Sponsor:	None
Executive Sponsor:	Craig Meidl
Committee(s) Impacted:	Public Safety & Community Health Community
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 Plan and Comprehensive Plan (CFU 1.9)
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	March 2, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Subrecipient agreement with Spokane County-JAG19
<p><u>Background/History:</u></p> <p>The City of Spokane entered contract 2019-0873 in the year 2019 for the joint application of the JAG funds for the years FY2018-2022.</p> <p>The Spokane Police Department in collaboration with the Spokane County Sheriff's Office was awarded \$139,432 for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The award was split as follows: City - \$76,867.60 and County - \$62,744.</p> <p>The COUNTY will have \$62,744 to utilize for their approved projects. They have chosen to split their award in half equally between the Sheriff's Office and the Prosecutor's Office. Each office will utilize \$31,372 to support their programs. The Sheriff's Office is utilizing their funds towards equipment and the Prosecutor's office is funding a support staff person for prosecution of property and drug crimes.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Approval for the contract with Spokane County towards the Edward Byrnes-JAG FY2019 Grant Total Grant-\$139,432: City-\$76,687.60 & County-\$62,744.40 Supports Strategic Plan in Advancing Public Safety and developing Sustainable Resources by relying upon efficient funding from the DOJ. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

Other budget impacts: (revenue generating, match requirements, etc.)No match requirement

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

**AGREEMENT BETWEEN SPOKANE CITY AND CITY OF SPOKANE POLICE
DEPARTMENT IN CONJUNCTION WITH FY19 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT**

1. Grantee SPOKANE CITY 1116 W. Broadway Spokane, WA 99260		2. Contract Amount <p style="text-align: center; font-weight: bold;">\$62,744</p>		3. Tax ID# 	
5. Grantee Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokaneCITY.org		6. City's Representative Jennifer Hammond Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org			
7. Grantor ID #		8. Original Grant ID# <p style="text-align: center; font-weight: bold;">2019-DJ-BX-0913</p>		9. Start Date <p style="text-align: center;">10/1/2018</p>	
10. End Date <p style="text-align: right;">9/30/2022</p>					
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 # <p style="text-align: center;">16.738</p>		Federal Agency: <p style="text-align: center;">U.S. Department of Justice</p>	
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. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment “A” Scope of Work, (3) Attachment “B” Budget, (4) Attachment “C” Statement of Assurances, (5) Attachment “D” Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment “E” FFATA, (7) Attachment “F” Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment “G” National Environmental Policy Act, (9) Attachment “H” Acknowledgement of Allowable and Unallowable Costs, (10) Attachment “I” Equal Employment Opportunity Plan Certification Form, and (11) Attachment “J” CCR Registration of Sub-Recipient DUNS Numbers .					
FOR THE CITY:			FOR GRANTEE:		
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

CITY 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 CITY'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, 2022.

Requests for reimbursement shall be submitted electronically to:

**Spokane Police Department
Attn: Erika McCowan
Senior Accountant
1100 W. Mallon Ave
Spokane, WA 99260
emccowan@spokanecity.org**

Payment shall be considered timely if made by CITY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the 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 CITY is interested only in the results that can be achieved, and the conduct and control of the activities as set forth in Section No. 1 and described in Attachment "A" will be solely with GRANTEE.

No agent, employee, servant or otherwise of GRANTEE shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of GRANTEE are not entitled to any of the benefits that the CITY provides for CITY 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 CITY, 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 CITY 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 CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

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 CITY 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 CITY 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 CITY.
 - 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 CITY 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 CITY.

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 CITY 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 CITY 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 CITY. 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 CITY 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 CITY 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 CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The GRANTEE will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY 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 CITY or GRANTEE employees or agents while performing work authorized under this AGREEMENT. For this purpose, the CITY 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 CITY 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 CITY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane CITY, its officers, agents and employees are named as an additional insured with respect to the 2016 Agreement between the CITY 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 CITY Risk Management Department. Services under this AGREEMENT shall not commence until evidence of all required insurance and bonding is provided to the CITY. 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 CITY Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the CITY. The policy shall be endorsed and the certificate shall reflect that the CITY is named as an additional insured on the 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 CITY 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 CITY Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "Attention Agreement Between Spokane CITY and City of Spokane Police Department in Conjunction With FY19 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 CITY'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 CITY may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the CITY under this AGREEMENT, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the 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 CITY, personnel duly authorized by the CITY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

SECTION NO. 21: TERMINATION FOR CAUSE / SUSPENSION

In the event CITY determines that the GRANTEE failed to comply with any term or condition of this AGREEMENT, CITY may terminate the AGREEMENT in whole or in part upon written notice to the GRANTEE. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, CITY 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, CITY 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 CITY to terminate the AGREEMENT upon written notice to the GRANTEE.

"Termination for Cause" shall be deemed a "Termination for Convenience" when CITY determines that the GRANTEE did not fail to comply with the terms of the AGREEMENT or when CITY 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, CITY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the CITY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

SECTION NO. 23: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by CITY, 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 CITY all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the GRANTEE to settle such claims must have the prior written approval of CITY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or CITY property in the GRANTEE'S possession as directed by CITY.

Upon termination of the AGREEMENT, CITY shall pay the GRANTEE for any service provided by the GRANTEE under the AGREEMENT prior to the date of termination. CITY may withhold any amount due as CITY reasonably determines is necessary to protect CITY against potential loss or liability resulting from the termination. CITY shall pay any withheld amount to the GRANTEE if CITY later determines that loss or liability will not occur.

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

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

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 CITY 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 CITY 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: CITY REPRESENTATIVE

The CITY hereby appoints and GRANTEE hereby accepts the CITY's representative or her designee as identified on the FACE SHEET as the CITY'S liaison for the purpose of administering this AGREEMENT. GRANTEE hereby appoints and CITY 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 CITY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by 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 CITY 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 CITY 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 CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

SECTION NO. 34: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The GRANTEE shall submit to the CITY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the GRANTEE's or government's expense, shall contain the following statements:

“This project was supported by Grant No. 2019-DJ-BX-0913 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 CITY.

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 CITY (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 CITY, 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 CITY or DOJ to the contrary, based upon a finding by the CITY or DOJ of compelling circumstances (e.g., a small amount of AGREEMENT funds obligated by the 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 CITY 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 CITY.
- 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 CITY 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 CITY that is designated as "confidential" by CITY;
2. All material produced by the GRANTEE that is designated as "confidential" by CITY; 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 CITY 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 CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Grant whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

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

SECTION NO. 42: CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY 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 CITY 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 CITY 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 CITY 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 CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

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 CITY. CITY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to CITY effective from the moment of creation of such Materials.

"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 CITY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The 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 CITY.

The GRANTEE shall exert all reasonable effort to advise CITY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE

shall provide CITY with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the 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 CITY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, CITY may terminate the AGREEMENT

under the "Termination for Convenience" clause, without the ten 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.
- E. Attachment "C"-SUBSEQUENT EVENTS-COVID 19-MEMO M-20-15 & M-20-17.

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 CITY for using funds from this AGREEMENT to enter into a sole source contract or a contract where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

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 CITY's name is mentioned, or language used from which the connection with the CITY's name may reasonably be inferred or implied, without the prior written consent of the CITY.

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

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

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

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

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 CITY or DOJ upon request. Responses to these questions are not required from subcontractors that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

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 CITY and DOJ by email at EMCCOWAN@spokanecity.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 CITY's Program Manager no later than twenty-four (24) hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION NO. 65: RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 66: SITE SECURITY

While on CITY 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 CITY 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 CITY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

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 FY19 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, 2018 and terminates September 30, 2022. 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 CITY Police Dept. 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 2019-DJ-BX-0913 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.

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>
SPOKANE COUNTY PROSECUTOR’S OFFICE		
• Salaries & Benefits-Legal Secretary		\$31,372.00
• 63.11% of Wages-\$49,710		
SPOKANE COUNTY SHERIFF’S OFFICE		
• Tactical Equipment-		
• QTY-54 Mossberg 590 A Shotguns with Slings		31,372.00
Total Budget		\$62,744.00

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 CITY’S representative listed on the face sheet to this AGREEMENT. Any amendments to the budget must be made in writing and approved by the CITY’S representative listed on the face sheet to this AGREEMENT.

The GRANTEE shall obligate all grant funds prior to June 30, 2022. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY.

Payment will be on a cost reimbursement basis only.

If eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and elects to use the “de minimis” indirect cost rate, 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 CITY
INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name

AGENCY NAME
Spokane City Spokane Police Dept. 1100 W. Mallon Spokane, WA 99260
CLAIMANT (Warrant is to be payable to)
Spokane County Office of Financial Assistance Grants & Contracts Specialist 1116 W Broadway Spokane, WA 99260

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

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

BY

(SIGN IN INK)

(TITLE)

(DATE)



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

ATTACHMENT “C”

STATEMENT OF ASSURANCES

The 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:

VALID THROUGH

SIGNATURE

DATE

PRINTED NAME OF SIGNATURE

TITLE

ATTACHMENT “D”

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION
CERTIFICATION FORM

NAME [REDACTED]	Doing business as (DBA) [REDACTED]		
ADDRESS [REDACTED]	Applicable Procurement or Solicitation #, if any: [REDACTED]	WA Uniform Business Identifier (UBI) [REDACTED]	Federal Employer Tax Identification #: [REDACTED]
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: 		Date Completed: 	
Grant and Year: 		Agreement Number: 	
Completed by: _____ <div style="display: flex; justify-content: space-around; font-style: italic;"> Name Title Telephone </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 <u>each</u> 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, 2018 through September 30, 2022

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 CITY 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 CITY’s representative who will contact the BJA for approval.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

Yes		
Activity	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	1. New Construction
		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.
		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:

Address:

Is agency a: ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number:

Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

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

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Print or Type Name and Title

Signature

Date

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

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

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

[organization],

[address].

Print or Type Name and Title

Signature

Date

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

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

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

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

Print or Type Name and Title

Signature

Date

ATTACHMENT “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 CITY 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 CITY Office of Financial Assistance

Compliance Checklist

		Yes	No	N/A	Comments	
11.	Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights? Explain	<input 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"/>		<input type="checkbox"/> Assessed LEP population & critical services	<input type="checkbox"/>
<input type="checkbox"/> Hiring LEP language proficient speakers					<input type="checkbox"/>	
<input type="checkbox"/> Training personnel in LEP languages					<input type="checkbox"/>	
<input type="checkbox"/> Coordinating for LEP speakers in advance					<input type="checkbox"/>	
<input type="checkbox"/> LEP speakers called upon contact					<input type="checkbox"/>	
<input type="checkbox"/> Language Line used					<input type="checkbox"/>	
<input type="checkbox"/> Corresponding common phrase (crib) sheets					<input type="checkbox"/>	
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 CITY 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="text"/>	<input type="text"/>	<input type="text"/>	Office or Position Title: <input type="text"/>
		Yes	No	N/A	Comments

Spokane CITY Office of Financial Assistance Compliance Checklist

21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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, CITY, 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.

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 4/15/2020

Type of expenditure:

Goods ☐

Services ☒

Department: Police

Approving Supervisor: Kevin Schmitt

Amount of Proposed Expenditure: 62,744

Funding Source: DOJ Grant Funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Sub contract award to Spokane County-City as Fiscal Agent through the Dept. of Justice. Onbase forms for Agenda won't let the Subcontract go through without this form. Awarded to the City of Spokane Sept. 25,2019. OPR 2019-0873

What are the impacts if expenses are deferred?

Loss of grant funds

What alternative resources have been considered?

None

Description of the goods or service and any additional information?

The COUNTY will have \$62,744 to utilize for their approved projects. They have chosen to split their award in half equally between the Sheriff's Office and the Prosecutor's Office. Each office will utilize \$31,372 to support their programs. The Sheriff's Office is utilizing their funds towards equipment and the Prosecutor's office is funding a support staff person for prosecution of property and drug crimes.

Person Submitting Form/Contact: Erika McCowan

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D. C. 20503

DEPUTY DIRECTOR
FOR MANAGEMENT

March 19, 2020

M-20-17

MEMORANDUM TO THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Margaret Weichert
Deputy Director of Management

SUBJECT: Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) due to Loss of Operations

On March 9, 2020, OMB issued M-20-11, “*Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*,” to provide agencies with additional flexibilities for grants assisting the response to COVID-19. The scope of the M-20-11 was narrowly crafted to provide flexibility to grant recipients performing essential research and services necessary to carry out the emergency response related to COVID-19.

This memorandum provides similar administrative relief listed in M-20-11 to an expanded scope of recipients affected by the loss of operational capacity and increased costs due to the COVID-19 crisis. Many of the operational impacts and costs are unknowable at this point, as they will depend on the spread of the coronavirus and response dictated by public health needs. This memorandum provides short term relief for administrative, financial management, and audit requirements under 2 CFR Part 200, *Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards*, without compromising Federal financial assistance accountability requirements. As program managers are considering administrative relief, they should be prudent in their stewardship of Federal resources which includes giving consideration to potential offsets—e.g. reduction in training and travel. In addition, the flexibilities provided within this memorandum, agencies are reminded of their existing flexibility to issue exceptions on a case-by-case basis in accordance with 2 CFR § 200.102, *Exceptions*. M-20-11 shall continue to apply, and Appendix A describes the exceptions granted under this memorandum to recipients affected by the loss of operational capacity. These exceptions are time limited and will be reassessed by OMB within 90 days of this Memo.

Questions regarding the above administrative relief provisions should be directed to Office of Federal Financial Management Grant link at GrantsTeam@omb.eop.gov. OMB will continue to provide updates and additional information as the situation unfolds. For the latest information, sign up for the Grants Community of Practice by clicking at:

<https://www.performance.gov/CAP/grants/>

Appendix A – Administrative Relief Exceptions for COVID-19 Crisis

Federal awarding agencies are authorized to take the following actions, as they deem appropriate and to the extent permitted by law, with respect to the administrative provisions that apply to recipients grantees affected by the COVID-19 (for both recipients with COVID-19 related grants and other types of Federal grants). Awarding agencies are required to maintain records on the level of particular exceptions provided to recipients. For items 6 and 7, awarding agencies must require recipients to maintain appropriate records and documentation to support the charges against the Federal awards.

1. Flexibility with SAM registration. (2 CFR § 200.205)

Awarding agencies can relax the requirement for active System for Award Management (SAM) registration at time of application in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.205, *Federal awarding agency review of risk posed by applicants*, continue to apply. Current registrants in SAM with active registrations expiring before May 16, 2020 will be afforded a one-time extension of 60 days.

2. Flexibility with application deadlines. (2 CFR § 200.202)

Awarding agencies may provide flexibility with regard to the submission of competing applications in response to specific announcements, as well as unsolicited applications. As appropriate, agencies should list specific guidance on their websites and/or provide a point of contact for an agency program official.

3. Waiver for Notice of Funding Opportunities (NOFOs) Publication. (2 CFR § 200.203)

For competitive grants and cooperative agreements, awarding agencies can publish emergency Notice of Funding Opportunities (NOFOs) for less than thirty (30) days without separately justifying shortening the timeframe for each NOFO. Awarding agencies would still be required to document and track NOFOs published for less than thirty (30) days under this emergency waiver.

4. No-cost extensions on expiring awards. (2 CFR § 200.308)

To the extent permitted by law, awarding agencies may extend awards which were active as of March 31, 2020 and scheduled to expire prior or up to December 31, 2020, automatically at no-cost for a period of up to twelve (12) months. This will allow time for recipient assessments, the resumption of many individual projects, and a report on program progress and financial status to agency staff. Project-specific financial and performance reports will be due 90 days following the end date of the extension. Awarding agencies will examine the need to extend other project reporting as the need arises.

5. Abbreviated non-competitive continuation requests. (2 CFR § 200.308)

For continuation requests scheduled to come in from April 1, 2020 to December 31, 2020, from projects with planned future support, awarding agencies may accept a brief statement from recipients to verify that they are in a position to: 1) resume or restore their project activities; and 2) accept a planned continuation award. Awarding agencies should post any specific instructions on their website. Awarding agencies will examine the need to extend this approach on subsequent continuation award start dates as recipients have an opportunity to assess the situation.

6. Allowability of salaries and other project activities. (2 CFR § 200.403, 2 CFR § 200.404, 2 CFR § 200.405)

Awarding agencies may allow recipients to continue to charge salaries and benefits to currently active Federal awards consistent with the recipients' policy of paying salaries (under unexpected or extraordinary circumstances) from all funding sources, Federal and non-Federal. Awarding agencies may allow other costs to be charged to Federal awards necessary to resume activities supported by the award, consistent with applicable Federal cost principles and the benefit to the project. Awarding agencies may also evaluate the grantee's ability to resume the project activity in the future and the appropriateness of future funding, as done under normal circumstances—based on subsequent progress reports and other communications with the grantee. Awarding agencies must require recipients to maintain appropriate records and cost documentation as required by 2 CFR § 200.302 – *Financial management* and 2 CFR § 200.333 - *Retention requirement of records* to substantiate the charging of any salaries and other project activities costs related to interruption of operations or services.

7. Allowability of Costs not Normally Chargeable to Awards. (2 CFR § 200.403, 2 CFR § 200.404, 2 CFR § 200.405)

Awarding agencies may allow recipients who incur costs related to the cancellation of events, travel, or other activities necessary and reasonable for the performance of the award, or the pausing and restarting of grant funded activities due to the public health emergency, to charge these costs to their award without regard to 2 CFR § 200.403, *Factors affecting allowability of costs*, 2 CFR § 200.404, *Reasonable costs*, and 2 CFR § 200.405, *Allocable costs*. Awarding agencies may allow recipients to charge full cost of cancellation when the event, travel, or other activities are conducted under the auspices of the grant. Awarding agencies must advise recipients that they should not assume additional funds will be available should the charging of cancellation or other fees result in a shortage of funds to eventually carry out the event or travel. Awarding agencies must require recipients to maintain appropriate records and cost documentation as required by 2 CFR § 200.302 – *Financial management* and 2 CFR § 200.333 - *Retention requirement of records*, to substantiate the charging of any cancellation or other fees related to interruption of operations or services. As appropriate, awarding agencies may list additional guidance on specific types of costs on their websites and/or provide a point of contact for an agency program official.

8. Prior approval requirement waivers. (2 CFR § 200.407)

Awarding agencies are authorized to waive prior approval requirements as necessary to effectively address the response. All costs charged to Federal awards must be consistent with Federal cost policy guidelines and the terms of the award, except where specified in this memorandum.

9. Exemption of certain procurement requirements. (2 CFR § 200.319(b), 2 CFR § 200.321)

Awarding agencies may waive the procurement requirements contained in 2 CFR § 200.319(b) regarding geographical preferences and 2 CFR § 200.321 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms.

10. Extension of financial, performance, and other reporting. (2 CFR § 200.327, 2 CFR § 200.328)

Awarding agencies may allow grantees to delay submission of financial, performance and other reports up to three (3) months beyond the normal due date. If an agency allows such a delay, grantees will continue to draw down Federal funds without the timely submission of these reports. However, these reports must be submitted at the end of the postponed period. In addition, awarding agencies may waive the requirement for recipients to notify the agency of problems, delays or adverse conditions related to COVID-19 on a grant by grant basis (200 CFR 200.328(d)(1)).

11. Extension of currently approved indirect cost rates. (2 CFR § 200.414 (c))

Awarding agencies may allow grantees to continue to use the currently approved indirect cost rates (i.e., predetermined, fixed, or provisional rates) to recover their indirect costs on Federal awards. Agencies may approve grantee requests for an extension on the use of the current rates for one additional year without submission of an indirect cost proposal. Agencies may also approve grantee requests for an extension of the indirect cost rate proposal submission to finalize the current rates and establish future rates.

12. Extension of closeout. (2 CFR § 200.343)

Awarding agencies may allow the grantee to delay submission of any pending financial, performance and other reports required by the terms of the award for the closeout of expired projects, provided that proper notice about the reporting delay is given by the grantee to the agency. This delay in submitting closeout reports may not exceed one year after the award expires.

13. Extension of Single Audit submission. (2 CFR § 200.512)

Awarding agencies, in their capacity as cognizant or oversight agencies for audit, should allow recipients and subrecipients that have not yet filed their single audits with the Federal Audit Clearinghouse as of the date of the issuance of this memorandum that have fiscal year-ends through June 30, 2020, to delay the completion and submission of the Single Audit reporting package, as required under Subpart F of 2 CFR § 200.501 – *Audit Requirements*, to six (6) months beyond the normal due date. No further action by awarding agencies is required to enact this extension. This extension does not require individual recipients and subrecipients to seek approval for the extension by the cognizant or oversight agency for audit; however, recipients and subrecipients should maintain documentation of the reason for the delayed filing. Recipients and subrecipients taking advantage of this extension would still qualify as a “low-risk auditee” under the criteria of 2 CFR § 200.520 (a) – *Criteria for a low-risk auditee*.

To receive the latest information on grants, including COVID-19 update, sign up for the Grants Community of Practice by clicking at: <https://www.performance.gov/CAP/grants/>



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

March 15, 2020

M-20-15

MEMORANDUM FOR THE HEADS OF DEPARTMENTS AND AGENCIES

FROM: Russell T. Vought
Acting Director

SUBJECT: Updated Guidance for the National Capital Region on Telework Flexibilities in Response to Coronavirus

In light of the evolving situation concerning the coronavirus (“COVID-19”) and the National Capitol Region (NCR) experiencing community transmission, the Administration wants to ensure that department and agency leaders assertively safeguard the health and safety of their workforce while remaining open to serve the American people and conduct mission critical functions.

All Federal Executive Branch departments and agencies within the National Capital Region (NCR), consistent with OMB’s recent guidance (OMB M-20-13), are asked to offer maximum telework flexibilities to all current telework eligible employees, consistent with operational needs of the departments and agencies as determined by their heads. In addition, we encourage agencies to use all existing authorities to offer telework to additional employees, to the extent their work could be telework enabled. If employees are not eligible for telework, agency heads have the discretion to offer weather and safety leave, or the agency’s equivalent, including for employees who may not have been considered “at higher risk” under OMB M-20-13. Furthermore, agency heads should develop an operational plan that maximizes resources and functional areas to most safely and efficiently deliver these mission-critical functions and other Government services (including but not limited to staggered work schedules and other operational mitigation measures).

We encourage agencies to consult with current CDC operating guidance <https://www.cdc.gov/coronavirus/2019-ncov/downloads/community-mitigation-strategy.pdf> to maximize safe working environments and implement substantial mitigation strategies for the workplace.

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

05/04/2020

Date Rec'd

4/23/2020

Clerk's File #

ORD C35907

Renews #Submitting Dept

HUMAN RESOURCES

Cross Ref #Contact Name/PhoneMEGHANN X6903
STEINOLFSONProject #Contact E-Mail

MSTEINOLFSON@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0620 HUMAN RESOURCES - RANGE CHANGE SBO

Agenda Wording

Approval by Council for Range changes in the Mayor's Office for the Director of the Mayor's Office and Constituent Services Coordinator.

Summary (Background)

Human Resources has conducted a Salary Review for two positions in the Mayor's Office and determined the ranges should be as follows: Director of the Mayor - from Range 40 to Range 51 of the Exempt/Confidential Pay Plan - Non-represented Constituent Services Coordinator - from Range 22 to Range 32 of the Exempt/Confidential Pay Plan - Non-represented

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 24,116.00

0520-36200-13100-59951

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept HeadSTEINOLFSON,
MEGHANNStudy Session\OtherFinance Committee
4/20/20Division DirectorSTEINOLFSON,
MEGHANNCouncil Sponsor

CM Mumm

Finance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

msteinolfson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lwilliams@spokanecity.org

Additional Approvals

pingiosi@spokanecity.org

PurchasingBUDGET

INGIOSI, PAUL

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, declaring a public emergency, and providing it shall take effect immediately upon passage under Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, 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:	0520-36200	Mayor's Office	
	13100-59951	Reserve for Budget Adjustment	<u>\$ 24,116</u>
TO:	0520-36200	Mayor's Office	
	13100-08440	Director – Office of the Mayor	
		From Range 40 Step 6 to Range 51 Step 6	
		Exempt/Con	\$15,424
	0520-36200	Mayor's Office	
	13100-07400	Constituent Services Coordinator	
		From Range 22 Step 6 to Range 32 Step 6	\$8,692
			<u>\$ 24,116</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 to adjust salary ranges following a review of incumbent's responsibilities and job descriptions, 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

Briefing Paper

Finance & Administration Committee

Division & Department:	Human Resources
Subject:	Range Changes for Mayor's Office Positions
Date:	April 8, 2020
Contact (email & phone):	Meghann Steinolfson msteinolfson@spokanecity.org , 625-6903
City Council Sponsor:	CM Mumm
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Finance & Administration Committee
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)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Range Changes for Director, Office of the Mayor and Constituent Services Coordinator
Narrative: <i>All range changes with current incumbents need to be approved by City Council.</i>	
Executive Summary: <ul style="list-style-type: none"> • <i>SPN 844 Director, Office of the Mayor going from Range 40 to Range 51 of Non-Represented</i> • <i>SPN 740 Constituent Services Coordinator going from Range 22 to Range 32 of Non-Represented</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input 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 type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

12/09/2019

Date Rec'd

11/19/2019

Clerk's File #

ORD C35860

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 625-6714

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Ordinance

Requisition #Agenda Item Name

0320 AN ORDINANCE ESTABLISHING A LOCAL RESIDENTIAL TENANCY CODE

Agenda Wording

An ordinance establishing a local residential tenancy code; recodifying and amending sections of the Spokane Municipal Code; and declaring an emergency

Summary (Background)

See attached white paper for summary.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

MCDANIEL, ADAM

Study Session

December 5

Division Director**Other****Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

kateburke@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35860

An ordinance establishing a local residential tenancy code; recodifying Division I of Title 10 as Title 10A; recodifying Division II of Title 10 as Title 10B; enacting a new Title 10C; enacting new sections 07.08.153 and 18.03.030; and amending sections 08.01.090, 08.01.120, 08.01.180, 08.01.200, 08.02.0206, and 18.01.030 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, the rate of vacancies for rental properties in Spokane is currently at 3.3%, its lowest level in a decade and below 5%, which is normally considered a sign of a healthy rental market and which the Spokane market has not attained since 2015; and

WHEREAS, the average rent for is now over \$1,000 per month, the highest level in at least a decade, having risen by 74% since 2010; and

WHEREAS, nearly 50% of renters in Spokane are cost-burdened, meaning they spend 30% or more of their income on housing each month

WHEREAS, almost a quarter of renters in Spokane are severely cost-burdened, meaning they spend half or more of their income on housing each month; and

WHEREAS, the median household income is climbing, but the median income for renter households remains below the median – for example, in 2017, the median household income in Spokane was \$46,543, but the median income for renting households was \$33,812 – and while the average rent in Spokane has increased by 74% since 2010, the median renting household's income over that same period only increased by 51%; and

WHEREAS, lower-income people who are cost-burdened or severely cost-burdened are at a much higher risk of eviction and therefore, of homelessness, particularly if they report substandard conditions or unfair housing practices; and

WHEREAS, research from the Washington State Department of Commerce and data from our own CHHS Department's point-in-time count reveal that lack of affordable housing and eviction from housing are two significant drivers of homelessness; and

WHEREAS, the number of unsheltered people experiencing homelessness in Spokane is now at a decade high, confirming the observations from around the state that as rents increase, homelessness does as well; and

WHEREAS, one way to lower the rate of homelessness in our community is to keep housed people housed if at all possible, and one way to do this is to reduce the number of evictions in Spokane, which currently stands at 4 households each and every week, according to data compiled by the Eviction Lab at Princeton University; and

WHEREAS, the Spokane City Council, in view of these facts, sees that a housing emergency is underway in Spokane, and likely has been for the past few years, and that this emergency poses a danger to the health, welfare, and safety of many people of lower incomes throughout Spokane and necessitates the enactment of this ordinance.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Division I of Title 10 of the Spokane Municipal Code is renumbered as Title 10A Penal Code.

Section 2. That Division II of Title 10 of the Spokane Municipal Code, comprising chapter 10.23 through 10.56, inclusive, are renumbered as Title 10B License Code.

Section 3. That chapter 10.52 of the Spokane Municipal Code is renumbered as chapter 10C.03 of the Spokane Municipal Code.

Section 4. That there is enacted a new Title 10C of the Spokane Municipal Code to read as follows:

Title 10C Residential Tenancy Code

Chapter 10C.01 General Provisions

Section 10C.01.010 Purpose and Intent

- A. The City Council finds that the enactment of local residential tenancy code is necessary to protect the health, safety, and welfare of the public.
- B. It is the intent of this Title 10C to protect and preserve the health, safety, and welfare of the public by instituting regulations on the rental of most dwelling units in Spokane.

Section 10C.01.020 Definitions

For purposes of this Title 10C, the following terms are defined as follows:

- A. "Accessory dwelling unit" has the same meaning as set forth in SMC 17A.020.010(D).
- B. "Common areas" means areas on a property that are accessible by all tenants of the property including but not limited to: hallways; lobbies; laundry rooms; and common kitchens, parking areas, or recreation areas.
- C. "Department" means the City of Spokane's code enforcement department.
- D. "Deposit" means any payment, charge, or deposit of money paid to the landlord by the tenant at the beginning of the tenancy as a deposit and security for the purpose of:

1. Repairing damage to the premises, exclusive of ordinary wear and tear, caused by the tenant, or a guest or licensee of the tenant, or a pet of the tenant;
2. Compensating the landlord for the tenant's breach of the tenant's duties prescribed in the rental agreement to restore, replace, or return personal property or appurtenances; or
3. Compensating the landlord for the tenant's failure to return keys to the premises, except that a landlord shall not retain any portion of the deposit for keys for lock mechanisms that must be changed upon a change of tenancy.

E. "Dwelling unit" has the same meaning as set forth in RCW 59.18.030(9).

F. "Fee" means a one-time, non-refundable payment made by the tenant to the landlord to reimburse the landlord for a specific expense, including, without limitation, screening reports, background checks, credit reports, or to pay for the cleaning of the dwelling unit upon termination of the tenancy.

G. "Landlord" has the same meaning as set forth in RCW 59.18.030(14).

H. "Last month's rent" means money that is paid at the inception of the tenancy as rent for the last month of a residential tenancy.

I. "Manufactured Home" has the same meaning as set forth in RCW 59.20.030(6).

J. "Mobile Home" has the same meaning as set forth in RCW 59.20.030(8).

K. "Month-to-month tenancy" means a residential tenancy of an indefinite period with monthly or other periodic rent reserved.

L. "Owner" has the same meaning as set forth in RCW 59.18.030(16).

M. "Person" has the same meaning as set forth in RCW 59.18.030(17).

N. "Rent" means any payment or charge payable from the tenant to the landlord, usually periodically, for the residential use of any property, buildings, land, and equipment, including the basic rent charge, charge for parking facilities (whether called a fee or rent), and any other periodic charges by the landlord for other services connected with the residential use of property, but does not include utility charges that are based on usage and to which the tenant has agreed in a written rental agreement to pay.

- O. "Rental agreement" means an agreement which establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit for compensation in the city of Spokane.
- P. "Rental Housing Registration" means a registration issued under chapter 10C.02, SMC.
- Q. "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit organization, religious organization or governmental entity, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- R. "Single-room occupancy housing" (S.R.O.) has the meaning set forth in SMC 17A.020.190(AU).
- S. "Substantial rehabilitation" means the renovation, alteration, or remodeling of a residential unit of 30 or more years of age which (i) has been condemned, (ii) does not qualify for a certificate of occupancy, or (iii) requires substantial renovation in order to be in compliance with contemporary standards for decent, safe and sanitary housing. Substantial rehabilitation may vary in degree from gutting and extensive reconstruction to extensive improvements that cure substantial deferred maintenance. Cosmetic improvements alone such as painting, decorating and minor repairs, or other work which can be performed safely without having the unit vacated do not qualify as substantial rehabilitation.
- T. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement in the city of Spokane.
- U. "Transitional housing" means housing units owned, operated or managed by a nonprofit organization, religious organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent to stabilize them and move them to permanent housing.
- V. "Unit unavailable for rent" means a housing unit that is not offered or available for rent as a rental unit, and where prior to offering or making the unit available as a rental housing unit, the owner is required to obtain a rental housing registration for the property where the rental housing unit is located and comply with all rules adopted under this chapter.

Section 10C.01.030 Relationship with State Law; Construction; Severability.

- A. The provisions of this Title 10C are supplementary and in addition to any rights, obligations, protections, remedies, and requirements of the Washington Residential Landlord-Tenant Act, chapter 59.18, RCW.

- B. This Title 10C shall be construed liberally and enforced for the benefit of the health, safety, and welfare of the general public, and not for the benefit of any particular person or class of persons.
- C. No provision of or term used in this Title 10C is intended to impose any duty upon the City or any of its officers or employees that would subject them to damages in a civil action.
- D. Should any provision of this Title 10C be determined by a court of competent jurisdiction to be void or unenforceable, such provision shall be severed from this Title 10C, and the remainder of this Title 10C shall continue in effect.

Chapter 10C.02 Residential Rental Agreements
Section 10C.02.010 Rental Agreement Requirements

- A. A landlord shall not require the payment of last month's rent by a tenant unless such payment is required by a written rental agreement that specifies the amount of the last month's rent to be paid.
- B. Any rental agreement entered into after the effective date of this chapter shall describe the terms and conditions of any monthly or periodic payments required as a condition of tenancy, including but not limited to: rent, deposits, non-refundable fees, last month's rent, utility payments, late fees authorized by the rental agreement, or other monthly or periodic payments required to be made by the tenant to the landlord. When any monthly or periodic payment is made pursuant to the rental agreement, the landlord shall first apply the payment to the rent due before applying it to other payments due by the tenant to the landlord, except that if the payment is made in response to a notice issued pursuant to RCW 59.12.030 during the period of that notice, the landlord shall first apply the payment to the amount specified in that notice, before applying it to the rent due or to other payments due by the tenant to the landlord.
- C. A landlord shall not require the payment of a pet damage deposit unless the same is required by a written rental agreement, or an addendum to the written rental agreement, that specifies the amount of the pet damage deposit, and subject to the limits on the amount of such deposit stated in SMC 10C.02.040.

Section 10C.02.020 Distribution of Information Packets to Tenants Required

- A. The Department shall compile an information packet that includes:
 - 1. Summaries of the respective rights, obligations, and remedies of landlords and tenants thereunder as established in this chapter and in the Washington Residential Landlord Tenant Act; and

2. Information describing how to register to vote and how to update voter registration, including a voter registration form and a change of address form.
- B. The Department shall make the information packet required by this section available on the city's website and in hard copy at no cost to the public.
 - C. The information packet shall include informational documents only, and shall clearly state that nothing in the information packet shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Department liable for any misstatement or misinterpretation of the applicable laws.
 - D. A copy of the information packet described in this section shall be provided to each tenant or prospective tenant by or on behalf of a landlord when such rental agreement is offered, whether or not such agreement is for a new or renewal rental agreement. The landlord may provide the copy of the information packet to the tenant electronically, including by providing a link to the Department's web page that contains the information packet.
 - E. If there is an oral rental agreement, the landlord shall provide the tenant a copy of the information packet described in this section either before entering into the oral agreement or as soon as reasonably possible after entering into the oral agreement.
 - F. Landlords shall, within thirty (30) days after the Department makes the information packet available, distribute the information packet to existing tenants, including by electronic means set out in subsection D. The Department shall update the information packet periodically and shall notify landlords whenever it is updated.

Section 10C.02.030 Notification Requirements for Rent Increases

Any rental agreement or renewal of a rental agreement for a dwelling unit in the city of Spokane entered into after January 1, 2020 shall include or be deemed to include a provision requiring a minimum of ninety (90) days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant are to increase.

Section 10C.02.040 Pet Damage Deposits

- A. A landlord shall not require payment of a pet damage deposit which exceeds twenty-five percent (25%) of the first full month's rent or \$150, whichever is higher. If rent is not paid or otherwise apportioned on a monthly basis then for the sole purpose of applying this limit the total rent shall be pro-rated on an equal, monthly basis and the total charge to a tenant for the pet damage deposit may not exceed twenty-five percent (25%) of the pro-rated, monthly rental amount or \$150, whichever is higher.

- B. The landlord may not require a pet damage deposit if the pet serves as an individually trained service animal for the tenant. Nothing in this section prohibits a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's service animal.
- C. The landlord cannot keep any portion of the pet damage deposit for damage that was not caused by a pet or service animal for which the tenant is responsible.
- D. Other than the pet damage deposit authorized by SMC 10C.02.050(A), the landlord may not charge the tenant any fee for keeping a pet.

Section 10C.02.050 Deposits and Fees; Limitation

- A. For rental agreements executed on or after the effective date of this chapter, the total amount of all deposits (including pet damage deposits) may not exceed the amount of a full month's rent for the dwelling unit. If rent is not paid or otherwise apportioned on a monthly basis, then for the sole purpose of applying this limit the total rent shall be pro-rated on an equal, monthly basis and the total charge to a tenant for the cost of a security deposit and nonrefundable move-in fees may not exceed the pro-rated, monthly rental amount.
- B. Restrictions on fees
 - 1. Except for the fees, deposits, and last month's rent defined in this Title 10C, landlords may not impose fees or charges upon tenants at the beginning of the tenancy.
 - 2. Pursuant to RCW 59.18.257, any fees charged to a prospective tenant by the landlord for the cost of obtaining a tenant screening report cannot exceed the actual cost of obtaining the report, which may not exceed the customary costs charged to the landlord by a tenant screening service in the city of Spokane. The landlord shall provide, personally or by mail, the prospective tenant with a receipt for any fees charged to the landlord for the cost of obtaining the screening report. The landlord shall provide the tenant with the name and address of the reporting agency and the prospective tenant's rights to obtain a free copy of the consumer report, pursuant to RCW 59.18.257.
 - 3. If the tenant has paid a cleaning fee at the inception of the tenancy, the landlord may not deduct additional cleaning fees from the tenant's security deposit at the conclusion of the tenancy, except for cleaning to remedy conditions beyond ordinary wear and tear.
 - 4. The total amount of fees may not exceed twenty-five percent (25%) of the first full month's rent or \$150, whichever is higher, except that if the cost of a tenant screening report exceeds ten percent (10%) of the first full month's rent, the amount in excess of ten percent (10%) may be included

in the non-refundable fee but may not exceed the customary costs charged by a screening service in the city of Spokane.

- C. No deposit may be collected or retained by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be completed, signed, and dated by the landlord and the tenant, and the landlord shall provide to the tenant a copy of the signed checklist or statement.
- D. Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible.
- E. This section does not apply to a tenant who rents a housing unit in a single-family residence that is the principal residence of the owner of the residence.

Section 10C.02.060 Rental Agreement Waiving Tenant's Remedies Prohibited—Exception.

- A. No rental agreement, whether oral or written, may provide that the tenant waives or foregoes rights or remedies under this chapter, except as provided by subsection B.
- B. A landlord and tenant may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:
 - 1. The waiver of specific provisions is in writing and identifies the specific provisions to be waived;
 - 2. The waiver appears in a stand-alone document, does not appear in a standard form written lease or rental agreement, and is clearly titled "Waiver of Tenant's Remedies"; and
 - 3. There is no substantial inequality in the bargaining positions of the parties.

Section 10C.02.070 Provisions in Violation of this Chapter Void

Any provisions in a rental agreement that violate SMC 10C.02.010 – 10C.02.060 are null and void and of no lawful force and effect.

Section 10C.02.080 Tenant Organizing Activity

It is a violation of this chapter to interfere with, retaliate against, or prohibit the activities of tenants to organize themselves or take concerted action to address rental housing conditions or advocate for tenants.

Section 10C.02.090

Retaliation Prohibited

- A. It is a violation of this chapter for any person to retaliate against a tenant or prospective tenant because the tenant or prospective tenant exercised or attempted to exercise rights conferred by this chapter or made a complaint or a report to any governmental entity concerning any landlord's or property manager's alleged noncompliance with any provision of a code, statute, ordinance, rule, or regulation which governs the maintenance or operation of rental housing. In addition to all the actions stated in RCW 59.18.240(2), for purpose of this section, "retaliation" includes:
1. Refusing to provide, accept, or approve a rental application or a rental agreement;
 2. Termination of tenancy, giving notice of termination of tenancy, or threatening to terminate the tenancy;
 3. Applying more onerous terms, conditions, or privileges, including increased rent, to a tenant or prospective tenant who exercises his or her rights under this chapter than to a tenant or prospective tenant who does not assert those rights;
 4. Misrepresenting any material fact when providing a rental reference about a tenant;
 5. Threatening to allege to a government agency that a tenant or prospective tenant, or a family member of a tenant or prospective tenant, is not lawfully in the United States; and
 6. During the period from the date that the City first notifies the property owner of conditions that violate applicable codes, statutes, ordinances, or regulations to the time that either (i) relocation assistance payments under SMC 10C.02.200 are paid to eligible tenants, or (ii) the conditions leading to the notification are corrected:
 - a. Evicting, harassing, or intimidating tenants into vacating their units for the purpose of avoiding or diminishing application of SMC 10C.02.200 (relocation assistance payments);
 - b. Reducing services to any tenant; or
 - c. Materially increasing or changing the obligations of any tenant, including but not limited to any rent increase.
- B. Any retaliatory action identified in SMC 10C.02.090(A) and occurring within ninety (90) days of the date a tenant or prospective tenant first exercises rights conferred by this chapter is presumed to be retaliatory, and the presumption of retaliation may be rebutted by the production of clear and convincing evidence that the action was taken for a non-retaliatory purpose. Retaliatory actions alleged ninety (90) days or more after the date a tenant or prospective tenant first exercises rights conferred by this chapter may be established by a preponderance of evidence.

Section 10C.02.100

Administration and Enforcement

- A. The department shall administer the provisions of this Title 10C and is authorized to adopt administrative rules and regulations consistent with this chapter. In the event of any conflict between such rules and this chapter, this chapter shall control.
- B. Enforcement of this chapter shall be by department action, as provided in SMC 10C.02.110 (notices of violation; review; appeal), or by an aggrieved person, as provided in SMC 10C.02.120 (private right of action).
- C. The department may seek legal or equitable relief at any time to enjoin any acts or practices that violate the provisions of this chapter.

Section 10C.02.110 Notices of Violation; Review; Appeal

Except as provided in SMC 10C.02.120 (private right of action; choice of remedies), notices of violation, review, and appeals concerning violations of this chapter shall be conducted pursuant to chapter 01.05, SMC (civil infraction system).

Section 10C.02.120 Private Right of Action; Choice of Remedies

- A. Any person or class of persons injured as a result of a violation of this Title 10C may bring a civil action in the Spokane County Superior Court against the landlord, property owner, property manager, or other person violating this Title 10C and, upon prevailing, may be awarded reasonable attorneys' fees and costs and such legal or equitable relief as may be appropriate to remedy the violation and secure the compliance therewith, including, without limitation, rent refund or credit, reinstatement to tenancy, actual damages, damages for loss of the right to be free from discrimination in real estate transactions, injunctive or equitable relief, any other appropriate remedy set forth in the federal Fair Housing Amendments Act of 1988 (42 U.S.C. §3601 et seq.), and assessment of civil penalties as set forth in SMC 10C.02.130. An order may include the requirement for a report on the matter of compliance.
- B. Any person who is the subject of retaliation as defined in SMC 10C.02.090 or SMC 10C.03.040 may be awarded damages of up to ten thousand dollars (\$10,000) in any action filed in the Spokane County Superior Court to remedy such violation, in addition to all other remedies described in this section.
- C. No person may secure relief from more than one governmental entity, agency, or tribunal for the same harm or injury arising from the same facts, circumstances, transaction, or incident.

Section 10C.02.130 Civil Penalty

- A. In cases either decided by the department or brought by the City Attorney alleging unfair practices filed under this chapter, in addition to any other award of damages or grant of injunctive relief, a civil penalty may be assessed against the respondent to vindicate the public interest, which penalty shall be payable

to the City of Spokane and deposited into the rental assistance fund established by SMC 07.08.153. Payment of a civil penalty may be ordered by the Spokane Superior Court in a proceeding filed under SMC 10C.02.120.

B. The civil penalty assessed under this section shall not exceed:

1. Five thousand dollars (\$5,000) if the respondent has not been determined to have committed any prior unfair housing practice;
2. Seven thousand five hundred dollars (\$7,500) if the respondent has been determined to have committed one (1) other unfair housing practice during the five (5) year period ending on the date of the filing of the complaint; or
3. Ten thousand dollars (\$10,000) if the respondent has been determined to have committed two (2) or more unfair housing practices during the five (5) year period ending on the date of the filing of the complaint.

Section 10C.02.140 Defense in Commencing Action – Award of Fees and Costs

In any legal action commenced for unlawful detainer or to enforce a rental agreement, to impose penalties, or to forfeit a deposit contrary to rental agreement provisions of this Title 10C, or pursuant to rental agreement provisions prohibited by this Title 10C, it is a defense to such action that such provisions are in violation of this Title 10C, and a tenant who prevails on such defense shall be awarded reasonable attorney fees and costs.

Section 10C.02.200 Relocation Assistance

- A. Within seven (7) calendar days of the occurrence of either of the following, the landlord shall pay relocation assistance in the amount of two thousand dollars (\$2,000) for each tenant household directly impacted:
1. the landlord's receipt of notice that a dwelling unit for which the landlord is responsible is unlawful to occupy due to the existence of a condition(s) that violate applicable codes, statutes, ordinances, or regulations, and the landlord knew or should have known of the existence of the condition(s) before receiving such notice; or
 2. the landlord's receipt of notice from a tenant occupying a rental dwelling unit for which the landlord has notified the tenant that the rental amount to charged is to increase by more than 5% in any calendar year and the tenant provides written notice that they are rent burdened as defined in SMC 10C.01.010 and must vacate due to the increased rental amount. A landlord so notified is entitled to obtain all household income information from the tenant and file a written appeal to the Hearing Examiner if the Landlord believes that the tenant does not meet the definition of rent burdened.

- B. In addition to relocation assistance, the property owner shall pay to the displaced tenants the entire amount of any deposit prepaid by the tenant and all prepaid rent.
- C. The property owner shall make relocation assistance payments and any prepaid deposit and prepaid rent as required by this section either by certified check to the displaced tenant(s) or to the City of Spokane for distribution to the displaced tenant(s).
- D. A property owner shall not be required to pay the relocation assistance required by this section if the dwelling unit is or will be unlawful to occupy, and this condition:
 - 1. was directly caused by a tenant's or a third party's conduct; or
 - 2. resulted from conditions arising from a natural disaster.
- E. If the landlord fails to pay relocation assistance as required by SMC 10C.02.200(A), the City may make the relocation assistance payments to the displaced tenants from the Rental Assistance Fund established by SMC 07.08.153 and seek reimbursement from the landlord pursuant to subsection (G) of this section.
- F. If, starting sixty (60) days from the date that the City first made a relocation assistance payment to a displaced tenant, a property owner has failed to reimburse the City in the amount of relocation assistance advanced to such tenant, the City may assess civil penalties in the amount of fifty dollars (\$50.00) per tenant per day such payment remains unreimbursed. In addition to this penalty, the City may impose interest on the amount of relocation assistance paid by the City for which the property owner has not reimbursed the City, at the maximum legal rate of interest permitted under RCW 19.52.020, starting sixty (60) days after the date that the City first advanced relocation assistance funds to the displaced tenant(s).
- G. If the City must initiate legal action in order to recover the amount of relocation assistance payments that it has advanced to a displaced tenant(s), including any interest and penalties under SMC 10C.02.200(F), the City shall be entitled to reasonable attorneys' fees and costs arising from its legal action, pursuant to RCW 59.18.085(3)(h).

Chapter 10C.03 Housing Quality
Section 10C.03.010 Purpose; Intent

- A. The purpose of this code is to protect the health, welfare, and safety of tenants in rental housing in the city of Spokane.
- B. This chapter is intended to secure the rights of tenants in Spokane to have safe, secure, affordable, and well-maintained housing.

- C. The City of Spokane enacts this chapter to implement the recommendations of the Mayor's Housing Quality Task Force, as stated in its November 22, 2016 report, that the City of Spokane "should define and establish a minimum housing quality standard."

Section 10C.03.020 Applicability and exclusions

This chapter is inapplicable to the following types of dwelling units:

- A. Dwelling units owned by an individual natural person or family and which are the sole dwelling unit such individual or family makes available for rent in the city of Spokane;
- B. Housing units lawfully used as vacation rentals for periods not to exceed three (3) consecutive months and not consecutively used by the same individual or individuals for more than three (3) months in any twelve-month period;
- C. Housing units rented for not more than twelve (12) consecutive months as a result of the property owner, who previously occupied the unit as a primary residence, taking a work-related leave of absence or assignment such as an academic sabbatical or temporary transfer;
- D. Housing units that are not available for rent;
- E. Housing units in hotels, motels, inns, bed and breakfasts, or in similar accommodations that provide lodging for transient guests;
- F. Housing units in facilities licensed or required to be licensed under RCW 18.20, RCW 70.128, or RCW 72.36, or subject to another exemption under this Chapter;
- G. Housing units in any state licensed hospital, hospice, community-care facility, intermediate-care facility, or nursing home;
- H. Housing units in any convent, monastery, or other facility occupied exclusively by members of a religious order or congregation;
- I. Emergency or temporary-shelter or transitional housing accommodations;
- J. Housing units owned, operated, or managed by a major educational or medical institution or by a third party for the institution; and
- K. Housing units that a government entity or housing authority owns, operates or manages; or units exempted from municipal regulation by federal, state, or local law.

Section 10C.03.030 Complaints

A tenant who observes an item or condition which the tenant believes is in violation of the City of Spokane's building and conservation code standards, as specified in Chapter 17F.070, SMC, may file a written complaint to the City's code enforcement department (the "Department"). Upon receipt of such a complaint, the department shall provide notice of the complaint and the substance thereof to the landlord and proceed under the process described in SMC 17F.070.420 – 17F.070.490.

Section 10C.03.040 Retaliation Prohibited

- A. It shall be a violation of this chapter for any landlord to retaliate in any way against any tenant or any member of the tenant's family or a guest of the tenant who is on the premises lawfully and in compliance with the terms of a valid lease or rental agreement, in response to a complaint filed under SMC 10C.03.030.
- B. Actions to change the terms or conditions of the tenancy, termination of the tenancy, or threats to terminate the tenancy shall be deemed per se retaliation under this section if done within ninety (90) days of the filing of a complaint under SMC 10C.03.030.

Section 10C.03.050 Compliance Focus

- A. The Department shall, in administering and enforcing the requirements of this chapter, endeavor first to assist property owners in efforts to come into compliance with this chapter.
- B. Only when all reasonable efforts to achieve compliance with this chapter have failed will the Department and code official proceed to enforcement actions.

Section 10C.03.060 Penalties for Non-Compliance; Escalation

- A. Violation of this chapter is a class 1 civil infraction.
- B. Failure to repair defective items or conditions as provided in SMC 17F.075.030 within ninety (90) days of the notice provided by the Department or other time period mutually agreed upon between the property owner and the Department is a class 1 civil infraction. For purposes of this section, each defective condition which the landlord fails to repair shall be considered a separate infraction.
- C. Failure to keep all required records of inspections under SMC 17F.075.020 is a class 1 civil infraction.
- D. Knowingly submitting or assisting in the submission falsified information regarding the inspections required by SMC 10C.03.020 is a Class 1 civil infraction and may subject the person submitting or assisting in the submission of such false information to criminal liability under RCW 59.18.125(10).

Section 10C.03.070 Incentive Programs Authorized

Beginning on January 1, 2021, the Department is authorized to create and administer a set of incentives for landlords who have had zero code violations from the effective date of this section to that date.

Section 10C.03.080 Microloan program authorized

The Department is authorized to create and administer a program for microloans to assist tenants with rental and security deposits.

Section 10C.03.090 Inspections

Before it can be offered for rent in Spokane, each dwelling unit offered for rent in Spokane after January 1, 2020 must either (i) have been inspected by a home inspector licensed in the state of Washington under RCW 18.280.020, or (ii) have received a certificate of occupancy in the five (5) years prior to being offered for rent. For purposes of this section, "first offered for rent" means that the unit has not previously been offered for rent within the immediately preceding two years.

Section 5. That there is enacted a new section 07.08.153 of the Spokane Municipal Code to read as follows:

Section 07.08.153 Rental Assistance Fund

- A. There is established as a special revenue fund a rental assistance fund, the proceeds of which shall be used (i) to reimburse tenants who must relocate due to the termination of their tenancy through no fault of their own, and (ii) for landlord and tenant education and materials publication costs.
- B. The annual business registration fees received from those who rent real property in Spokane, any fines or penalties associated with violations of the rental housing code, and any attorneys' fees recovered by the City pursuant to SMC 10C.02.200(G), shall be deposited in the rental assistance fund.

Section 6. That section 08.01.090 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.090 Exemptions

Unless otherwise provided, the following exemptions apply to the requirement to obtain a general business registration under this chapter:

- A. Presenters of a show, such as a trade show, that is directly associated with or ancillary to a convention or a major national meeting, when entry is limited to

those attending the convention or meeting and the immediate family or associates of the conventioners.

B. Consumer Show Exhibitors.

Consumer show organizers remain responsible to purchase a regular business registration unless otherwise exempted.

C. Persons or entities otherwise subject to the requirement to obtain a business registration, but only to the extent such requirement arises from operating at locations operated or managed by an airport board pursuant to interlocal agreement arising under the authority of chapter 14.08 RCW, where such locations have been annexed to the city, said annexation taking effect on or after January 1, 2012; and

D. Where preempted by the federal or state constitution or laws.

E. Operators of market gardens under chapter 17C.380 SMC.

F. Owners of the following types of residential dwelling units:

1. Dwelling units owned by an individual natural person or family and which are the sole dwelling unit such individual or family makes available for rent in the city of Spokane;
2. Housing units lawfully used as vacation rentals for periods not to exceed three (3) consecutive months and not consecutively used by the same individual or individuals for more than three (3) months in any twelve-month period;
3. Housing units rented for not more than twelve (12) consecutive months as a result of the property owner, who previously occupied the unit as a primary residence, taking a work-related leave of absence or assignment such as an academic sabbatical or temporary transfer;
4. Housing units that are not available for rent;
5. Housing units in hotels, motels, inns, bed and breakfasts, or in similar accommodations that provide lodging for transient guests;
6. Housing units in facilities licensed or required to be licensed under RCW 18.20, RCW 70.128, or RCW 72.36, or subject to another exemption under this Chapter;
7. Housing units in any state licensed hospital, hospice, community-care facility, intermediate-care facility, or nursing home;

8. Housing units in any convent, monastery, or other facility occupied exclusively by members of a religious order or congregation;
9. Emergency or temporary-shelter or transitional housing accommodations;
10. Housing units owned, operated, or managed by a major educational or medical institution or by a third party for the institution; and
11. Housing units that a government entity or housing authority owns, operates or manages; or units exempted from municipal regulation by federal, state, or local law.

Section 7. That section 08.01.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.120 Registration – Application

- A. The application for a registration shall be made on forms which set forth the:
 1. name of the applicant,
 2. applicant's residence,
 3. place of business,
 4. nature of the business,
 5. number of personnel, and
 6. amount of the registration fee.
- B. Applicants whose circumstances fall under the definition of SMC 10.40.010 must further disclose information as required in SMC 10.40.030.
- C. For purposes of the registration of businesses which rent residential dwelling units, persons or entities owning multiple dwelling units shall file a single registration for each person or entity which lists the number of units owned by that person or entity. By way of illustration only, a person who owns one single-family rental property in Spokane would file one business registration listing one property, while a LLC which owns a 20-unit apartment building would file one registration which lists 20 units.

Section 8. That section 08.01.180 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.180 Computation of Business Registration Fee

- A. As fixed in SMC 8.02.0206, in addition to the basic registration fee, the total business registration fee due includes a per person fee amount applied to the total number of personnel of the business and, for owners of residential real property offered for rent in Spokane, a per-dwelling unit amount is applied to the

total number of dwelling units offered for rent.

- B. All persons employed at each business location as of the time of a business registration renewal are to be counted in the number of personnel for registration fee purposes. As appropriate, such as in the case of a business with seasonal fluctuations in the work force, the number of personnel by which the fee is measured is the number shown upon the business payroll for each of the payroll periods during that year, added together and divided by the number of payroll periods.
- C. In the case of a new business, the fee for the initial business registration is based upon the registrant's estimated number of personnel.
- D. For the per-dwelling unit fee, any dwelling unit offered for rent or actually rented for at least thirty (30) days in any calendar year is included within the number of dwelling units owned by the registrant.

Section 9. That section 08.01.200 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.200 Businesses Within City

Businesses with a permanent location within the City must obtain a business registration. The measure of the fee is determined in part based upon the number of personnel who perform any part of their duties within the City and, for lessors of residential dwelling units, the number of such dwelling units owned by the registrant within Spokane.

Section 10. That section 08.02.0206 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0206 Business Registration

- A. A regular business registration basic fee is one hundred twenty dollars (\$120) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred twenty dollars (\$120) per twelve-month period.
- C. In addition to the basic registration fee, each business must pay ~~((an))~~ additional ~~((fee for each personnel,))~~ fees per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
 - 1. Businesses with fewer than six personnel in total: Ten dollars per person.
 - 2. Businesses with six to ten personnel in total: Fifteen dollars per person.

3. Businesses with more than ten personnel in total: Twenty dollars per person.
 4. Businesses offering dwelling units for rent in the city of Spokane: ten dollars (\$10.00) per dwelling unit.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty (30) days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 8.01 SMC.
- E. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, per-dwelling unit, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel fees and per-dwelling unit fees.
- G. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- H. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. Any Certified B Corporation certified by B Lab is exempt from personnel fees and per residential unit fees.

Annual Fee Adjustment.

Effective January 1, 2011, and the first of January of each year thereafter, the business registration fees set forth in this section shall be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee stated in SMC 08.02.0206(C).

Section 11. That section 18.01.030 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.030 Definitions

- A. "Commission" means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
 - 1. is medically cognizable or diagnosable; or
 - 2. exists as a record or history; or
 - 3. is perceived to exist whether or not it exists in fact.
 - 4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
 - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
 - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
 - 5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
 - 6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.
- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law

Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.

- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020 (3), who has been subjected to domestic violence as defined in RCW 10.99.020 (5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.
- H. "Employer" means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. "Entities under common ownership" means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.
- J. "Family with children status" means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. "Federally-recognized tribe" means an entity listed on the Department of the Interior's list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.
- L. "Gender Identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- M. "Housing choice or other subsidy program((or alternative source of income))" means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant's

rent is paid either partially by the program (through a direct arrangement between the program and the owner or lessor of the real property), and partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies.

- N. "Impairment" includes, without limitation, any:
1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
 2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- O. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.
- P. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.
- Q. "Marital status" means the status of being married, single, separated, divorced or widowed.
- R. "National origin" includes ancestry.
- S. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.
- T. "Person" includes:
1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
 2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
 3. entities under common ownership; and
 4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

- U. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.
- V. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.
- W. "Real estate transaction" means the sale, purchase, conveyance, exchange, rental, lease, sublease, assignment, transfer, or other disposition of real property.
- X. "Real estate-related transaction" means any of the following:
1. The making or purchasing of loans or providing other financial assistance:
 - a. For purchasing, constructing, improving, repairing, or maintaining real property, or
 - b. Secured by real property; or
 2. The selling, brokering, or appraising of real property; or

3. The insuring of real property, mortgages, or the issuance of insurance related to any real estate transaction.

~~((W.))~~Y. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

~~((X.))~~Z. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.

~~((Y.))~~AA. "Sex" means gender.

~~((Z.))~~AB. "Sexual orientation" means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

~~((AA.))~~AC. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or unmanned aircraft and any attached equipment used to collect data. "Surveillance equipment" does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., "bodycams") used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., "dashcams");
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or

6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

Section 12. That section 18.01.060 of the Spokane Municipal Code is amended to read as follows:

Section 18.01.060 Penalty for Violation

- A. The commission of an act of discrimination as defined in this Title 18 is punishable as a Class 1 civil infraction pursuant to chapter 01.05, SMC.
- B. Notwithstanding the foregoing, the commission of an act of discrimination based on source of income in the rental of a housing unit shall subject the person in violation to liability in a civil action of up to four and one-half (4.5) times the monthly rent of the housing unit at issue, in addition to court costs and reasonable attorneys' fees.

Section 13. That there is enacted a new section 18.01.090 of the Spokane Municipal Code to read as follows:

Section 18.01.090 Private right of action; choice of remedies

- A. Any person or class of persons that suffers injury as a result of a violation of SMC 18.03.010 may bring a civil action in the Spokane Municipal Court against the property owner, property manager, or other person violating such section and, upon prevailing, may be awarded reasonable attorneys' fees and costs and such legal or equitable relief as may be appropriate to remedy the violation and secure the compliance therewith, including, without limitation, rent refund or credit, reinstatement to tenancy, actual damages, damages for loss of the right to be free from discrimination in real estate transactions, injunctive or equitable relief, any other appropriate remedy set forth in the federal Fair Housing Amendments Act of 1988 (42 U.S.C. §3601 et seq.), and assessment of civil penalties as set forth in SMC 10C.02.130. An order may include the requirement for a report on the matter of compliance.
- B. Any person who is the subject of retaliation as defined in SMC 18.01.040 may be awarded damages of up to ten thousand dollars (\$10,000) in any action filed in the Spokane County Superior Court to remedy such violation, in addition to all other remedies described in this section.
- C. No person may secure relief from more than one governmental entity, agency, or tribunal for the same harm or injury arising from the same facts, circumstances, transaction, or incident.

Section 14. That there is enacted a new section 18.03.030 of the Spokane Municipal Code to read as follows:

Section 18.03.030 Prohibited Practices in Real Estate Related Transactions

It is unlawful for any person whose business includes engaging in real estate related transactions, to:

- A. Discriminate against any person, owner, prospective occupant, or occupant of real property in the granting, withholding, extending, making available, modifying, or renewing, or in the rates, terms, conditions, or privileges of a real estate related transaction, or in the extension of services in connection therewith; or
- B. Discriminate by using any form of application for a real estate related transaction or making any record of inquiry in connection with applications for a real estate related transaction which expresses, directly or indirectly, an intent to discriminate unless required or authorized by local, state, or federal laws or agencies to prevent discrimination in real property; provided that, nothing in this provision shall prohibit any party to a credit transaction from requesting designation of marital status for the purpose of considering application of community property law to the individual case or from taking reasonable action thereon or from requesting information regarding age, parental status, or participation in a Section 8 or other subsidy program when such information is necessary to determine the applicant's ability to repay a loan.

Section 15. That an urgency and emergency exists such that the enactment of this ordinance is necessary for the protection of the public health, welfare, and safety, and that under Section 19(a) of the City Charter, this ordinance shall be effective immediately upon passage by the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



**SPOKANE CITY COUNCIL
Policy Advisor Memorandum**

TO: Council Members
FROM: Brian McClatchey, Policy Advisor
DATE: April 24, 2020
RE: Summary of proposed residential tenancies code

This memorandum summarizes the proposed provisions of a local residential tenancies code. This proposal, and all the prior iterations of it, have been the subject of numerous meetings with landlords and tenants. As well, the housing quality provisions are intended to implement the recommendations of the 2016 report of the Mayor's Housing Quality Task Force.

1. Rental agreement regulations.

The proposed ordinance establishes some local regulations on rental agreements, for example, by prohibiting waivers of mandatory terms in rental agreements unless the waiver is clearly identified in a separate document as a waiver.

The proposed ordinance deals with deposits and pre-payment of last months' rent by requiring such payments or deposits to be authorized by a written rental agreement which identifies the amount of such required payment. Under the proposal, landlords can still impose cleaning fees, but they would be prohibited from taking an amount of money over the amount of the cleaning fee out of a deposit.

Pet deposits would be limited to 25% of one months' rent or \$150, whichever is higher, and landlords would not be able to charge a pet deposit for service animals, though they still would be able to recover for damage to a rental unit caused by a service animal. And overall, the proposal would cap the total deposits (defined as refundable payments) which can be required to an amount equal to one months' rent. Total fees (defined as one-time, non-refundable payments) would be capped at 25% of one months' rent, including a limitation on the amount a tenant can be charged for a screening report fee to 10% of one months' rent.

Beginning on January 1, 2020, landlords will be required to provide 90 days' written notice to tenants of any rent increase.

2. Rental Relocation Assistance Program.

The proposed ordinance creates and funds a rental relocation assistance program. If a tenant has to move due to a 'do not occupy' order caused by conditions caused by the

landlord, or due to rent increases which make the tenant unable to afford the rent, the landlord must pay \$2,000, and refund all deposits and pre-paid rent within 7 days of receiving notice from the City that the property is not to be occupied. This will help low-income tenants move to habitable and affordable housing. If the landlord does not make the payment to the tenant within 7 days, the City can advance those funds to the tenant. The City can then seek repayment from the landlord, including penalties and interest if the repayment does not occur within 60 days. Relocation assistance payments are not required if the uninhabitable condition is caused by a natural disaster or the tenant's conduct.

3. Enforcement, Prohibitions, and Fines.

The proposed ordinance contains specific and fair enforcement provisions, among them being a private right of action for tenants to bring suit in the Superior Court. There is a limitation on this, which is that tenants are limited to the choice of recovery from one entity (*i.e.*, can sue under local code but not both state and local code).

The proposed ordinance prohibits retaliation and interfering with or prohibiting tenant organizing activities, and creates a rebuttable presumption of retaliation where any negative action is taken within 90 days of a complaint.

The proposed ordinance also establishes serious and fair monetary penalties, including for housing discrimination, such as \$10,000 fines for retaliation and housing discrimination, an escalating penalty schedule of up to \$10,000 in fines for repeat violators, and a penalty (to match that established in state law) of 4.5 times the monthly rental amount for violations of the prohibition on discrimination based on the source of income. The proposed ordinance also makes clear that compliance is the goal to be sought before enforcement actions can be taken. Other violations, such as failure to repair defective conditions, failure to keep adequate records (for example, inspection reports), and falsifying records are all Class 1 civil infractions.

4. Housing Quality Standards.

The proposed ordinance establishes housing quality standards for all rental units in Spokane, with some exceptions, such as owner-occupied units which is the only unit rented by the owner, vacation rentals offered for rent no more than 3 months per year, hotels, motels, B&Bs, etc., health care facilities (like long-term care, group homes, hospitals, hospice, and nursing homes), religious facilities such as convents, monasteries or other facilities occupied exclusively by members of a religious order, emergency shelter or transitional housing, housing units for a major medical or educational institutions, and government or housing authority-owned units.

Housing units must have an inspection before being offered for rent in Spokane and a certificate of occupancy can suffice for that inspection for newer properties. The City does not inspect the property, so no additional city staffing is required, as the landlord is required to use a third-party inspector who is certified to the same level as under state law, and retain inspection reports or documents.

If a defective condition is apparent, the tenant can notify the City, which will then notify the landlord of the potential existence of a defective condition within 5 days. The landlord must fix any defective condition within 30 days of getting notice from the City (or longer period if city negotiates that longer period). When repairs are completed, the landlord notifies city of the completion of the repairs, and the City can then choose to inspect the work itself.

This proposal does not impose new substantive standards, but relies on the existing building and conservation code in the Spokane Municipal Code.

5. Other Proposals.

There are a number of other smaller changes in the proposals, such as a requirement that the City create and distribute an information packet including change of address forms, a landlord-tenant law summary, and voter registration forms. The proposal also authorizes an incentive program for landlords with zero code violations starting 1/1/2021 and a microloan program for all tenant rental and security deposits (not just displaced tenants). It also adds “real estate transactions” and “real estate related transactions” to the scope of the City’s existing anti-discrimination law.

6. Business Registration Requirement.

Business registration will now be required for owners of residential rental property which is offered for rent in Spokane. Each “place of business” must be registered, which means that each single-family rental home, and each apartment building or multiple-family unit building must have its own registration. Owners of residential real property offered for rent in Spokane will be required to pay the standard business license fee plus a \$10 fee for each housing unit offered for rent. That additional \$10 fee will be used to fund the rental relocation assistance program.

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

12/09/2019

<u>Date Rec'd</u>	11/19/2019
<u>Clerk's File #</u>	ORD C35861
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6258	<u>Project #</u>	
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 SPECIFIC CAUSE EVICTION ORDINANCE		

Agenda Wording

An ordinance requiring specific cause for most residential evictions; enacting new sections 18.03.005 and 18.03.030 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

This ordinance establishes specific causes for which landlords and/or property management companies offering ten or more dwelling units for rent in Spokane may terminate a rental agreement.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	12/5 Study Session
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	amcdaniel@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kateburke@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35861

An ordinance requiring specific cause for most residential evictions; enacting new sections 18.03.005 and 18.03.030 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, the rate of vacancies for rental properties in Spokane is currently at 3.3%, its lowest level in a decade and below what 5%, which is normally considered a sign of a healthy rental market and which the Spokane market has not attained since 2015; and

WHEREAS, the average rent for is now over \$1,000 per month, the highest level in at least a decade, having risen by 74% since 2010; and

WHEREAS, nearly 50% of renters in Spokane are cost-burdened, meaning they spend 30% or more of their income on housing each month

WHEREAS, almost a quarter of renters in Spokane are severely cost-burdened, meaning they spend half or more of their income on housing each month; and

WHEREAS, the median household income is climbing, but the median income for renter households remains below the median – for example, in 2017, the median household income in Spokane was \$46,543, but the median income for renting households was \$33,812 – and while the average rent in Spokane has increased by 74% since 2010, the median renting household's income over that same period only increased by 51%; and

WHEREAS, lower-income people who are cost-burdened or severely cost-burdened are at a much higher risk of eviction and therefore, of homelessness; and

WHEREAS, research from the Washington State Department of Commerce and data from our own CHHS Department's point-in-time count reveal that lack of affordable housing and eviction from housing are two significant drivers of homelessness; and

WHEREAS, the number of unsheltered people experiencing homelessness in Spokane is now at a decade high, confirming the observed relationship between increasing rents and increasing homelessness; and

WHEREAS, one way to lower the rate of homelessness is to keep housed people housed, and one way to do that is to reduce the number of evictions in Spokane, the rate of which in Spokane is currently 4 households each and every week, according to data compiled by the Eviction Lab at Princeton University; and

WHEREAS, the Spokane City Council, in view of these facts, sees that a housing emergency exists in Spokane, that this emergency poses a danger to the health, welfare, and safety of many low-income people in Spokane, and that this emergency necessitates the enactment of this ordinance.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 18.03.005 of the Spokane Municipal Code to read as follows:

Section 18.03.005 Definitions

- A. "Dwelling unit" has the same meaning as set forth in RCW 59.18.030(9).
- B. "Landlord" has the same meaning as set forth in RCW 59.18.030(14).
- C. "Rental agreement" means an agreement which establishes or modifies the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit for compensation in the city of Spokane.
- D. "Substantial rehabilitation" means the renovation, alteration, or remodeling of a residential unit of 30 or more years of age which (i) has been condemned, (ii) does not qualify for a certificate of occupancy, or (iii) requires substantial renovation in order to be in compliance with contemporary standards for decent, safe and sanitary housing. Substantial rehabilitation may vary in degree from gutting and extensive reconstruction to extensive improvements that cure substantial deferred maintenance. Cosmetic improvements alone such as painting, decorating and minor repairs, or other work which can be performed safely without having the unit vacated do not qualify as substantial rehabilitation.
- E. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement in Spokane.

Section 2. That there is enacted a new section 18.03.030 of the Spokane Municipal Code to read as follows:

Section 18.03.030 Eviction Only for Specific Cause

- A. Except where the tenant cures the violation(s) as provided in this section, landlords and/or property management companies which offer ten (10) or more dwelling units for rent in Spokane may terminate a rental agreement only by providing written notice to the tenant of the existence of one or more of the causes listed in this section.
- B. Causes which are sufficient for the termination of a residential tenancy under this section are:
 - 1. Failure by the tenant to pay rent as required by the rental agreement;

2. Material violation by the tenant of any provision of RCW 59.18.130 (duties of tenant);
3. To allow the landlord or a member of the landlord's immediate family to occupy the dwelling unit;
4. To perform capital improvements which will make the unit temporarily uninhabitable while the work is being done;
5. to perform substantial rehabilitation work;
6. To withdraw the dwelling rental units from the rental market; or
7. To demolish or permanently remove a rental unit from housing use.

C. The notice required by subsection (A) must:

1. Specify the cause(s) for eviction from among the items listed in subsection B;
2. State that the tenancy will terminate due to such cause(s) no less than thirty (30) days after delivery of the notice, unless the cause(s) is/are cured by the tenant as described in this subsection; and
3. State that the tenant may cure one or more of the violations described in subsection (B)(1) and (B)(2) within fourteen (14) days of the delivery of the notice.
4. State that if a violation of subsection (B)(1) or (B)(2) which is described in the notice and is cured by the tenant within fourteen (14) days of the notice by a change in conduct, repairs, payment of money or otherwise, the rental agreement will not terminate.

D. If the cause of a written notice delivered as required by this section is failure by the tenant to pay rent within five (5) days of the date it is due under the rental agreement and for which notice was given under this section on two separate occasions within the previous six (6) months, the tenant does not have a right to cure a subsequent violation.

E. For week-to-week tenancies, the notice period in subsection (C)(2) changes from 30 days to seven days and the notice period in subsection (C)(4) of this section changes from 14 days to four days.

Section 3. That an urgency and emergency condition exists in the City of Spokane which poses a danger to the health, welfare, and safety of the people of Spokane and which necessitates that this ordinance be, under Section 19(a) of the City

Charter, effective immediately upon passage by the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date