

---

**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, November 21, 2022 – 7:00 PM**

---



**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

1. Department of Revenue – Raquel Rice

**D. CORRESPONDENCE AND MAYOR’S REPORT**

**E. CONSENT AGENDA**

1. Approval of Minutes from November 1, November 7, & November 14, 2022
2. Approval of 2022 Claims

**F. PUBLIC HEARING**

1. 2023 Final Budget Hearing

**G. OLD BUSINESS**

1. Ord. 1916 – 2<sup>nd</sup> Read – Amending 2022 Budget – Various Funds
2. Ord. 1919 – 2<sup>nd</sup> Read – Amending 2022 Budget – Affordable Housing

**H. NEW BUSINESS**

1. Approve Fireworks Permit - Pyro Spectaculars Way North
2. Ord. 1920 - 1<sup>st</sup> Read – Adopting the Final 2023 Budget
3. Res. 69-2022 – Approve Purchase of a Fleet Pickup
4. Res. 70-2022 – Approve Interlocal Agreement - Okanogan County
5. Res. 71-2022 – Approve PW Contract with Schmitt Electric
6. Res. 72-2022 – Approve Acceptance of Dept. of Justice COPS Grant
7. Scott Davis with Martin-Morris Agency, Inc.

**I. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports

**Action by City Council**

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: November 7, 2022 (1<sup>st</sup> Read)  
November 21, 2022 (2<sup>nd</sup> Read)

Subject: Ordinance 1916 Amending Budget- Various Funds

---

The Attached Ordinance 1916- Amending the 2022 Budget for the City of Omak Recognizing Various Funds, is forwarded for your consideration.

This year's budget continues to be a challenge. We have several funds that need additional appropriation. Some of the costs are associated with projects that have been approved by council and some are unforeseen costs that were required for our continued operations.

- **Current Expense**-cleans up the purchase of the Security Cameras with funds that were allocated for Security fencing and Police Parking. A \$250k transfer to Streets to assist with cash flow for the Engh Road project.
- **Street Fund**- provides for the higher cost of construction approved for the Engh Road Project and the offsetting revenues that were made available through WSDOT & TIB. This fund also receives \$250K transfer form Current expense to ensure prompt payments can be made to contractor during the reimbursement process/
- **Library Fund**- the libraries HVAC system failed and required emergency repairs, \$7,500
- **Capital Improvement**- This allocates \$41k for the Pool Study, that went unspent in the 2021 budget.
- **Equipment Rental**- has experienced equipment failures, insurance repair work, and higher cost for fuel and operating supplies. We estimate an additional expenditure of \$41k to keep the fund operational. \$24k of that is fuel. Due to the low Ending Fund Balance, I have recognized Actual Beginning Fund balance, unanticipated surplus, and insurance recovery revenues.

I approve this Ordinance and urge its Adoption



**ORDINANCE NO. 1916**

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CITY OF OMAK  
VARIOUS FUNDS**

**WHEREAS**, the City of Omak adopted the 2022 Budget by passage of Ordinance No. 1908 on December 6, 2021; and

**WHEREAS**, actual 2022 Beginning Fund Balances are now known, and

**WHEREAS**, additional appropriations are needed for the continued delivery of services, and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

**WHEREAS**, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

**THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

**Section 1.** Ordinance No. 1908 adopting the 2022 Budget, shall be amended to include changes to the budget as shown in Attachment "A" of this ordinance.

**Section 2.** This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_

Passed by City Council:

1<sup>ST</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Date Published: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Omak passed Ordinance No. 1916.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Connie Thomas, City Clerk

**2022 BUDGET AMENDMENT ORDINANCE NO. 1916  
 ATTACHMENT "A"**

**Current Expense Fund #001**

<b>Description</b>	<b>2022 Budget</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Revised Budget</b>
Ending Fund Balance 001-508-91-00-00	\$1,167,850.68		(\$250,000.00)	\$ 917,850.68
Security Fencing & Camera 001-594-21-64-15	\$35,000.00		(\$35,000.00)	\$ 0.00
Covered Police Parking 001-594-21-64-20	\$30,000.00		(\$30,000.00)	\$ 0.00
Security Camera's 001-594-21-64-21	\$0.00		\$65,000.00	\$65,000.00
Transfer To Street Fund 001-597-42-00-00	\$0.00		\$250,000.00	\$ 250,000.00
<b>Total Expenditures</b>	<b>\$6,550,963.00</b>		<b>\$250,000.00</b>	<b>\$6,800,963.00</b>
<b>Current Expense Fund Total</b>	<b>\$7,720,038.68</b>			<b>\$7,720,038.68</b>

**Current Expense Fund:**

The amendment reallocates 65,000.00 in expenditure for Security Camera's, and transfers \$250,000.00 to the Street fund. Ending fund balance is reduced by \$250,000.00

**Street Fund #102**

<b>Description</b>	<b>2022 Budget</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Revised Budget</b>
Engh Road/Hwy 97 STP Funds 102-333-20-14-02	\$497,000.00	\$276,882.00		\$773,882.00
TIB Engh Road Match 102-334-03-83-72	\$75,000.00	\$73,500.00		\$148,500.00
Transfer in CE 102-397-00-00-00	\$0.00	\$250,000.00		\$250,000.00
Ending Fund Balance 102-508-51-00-00	\$41,732.00			\$322,114.00
Engh Road/Hwy 97 project 102-595-30-63-14	\$575,000.00		\$320,000.00	\$895,000.00
<b>Total Expenditures</b>	<b>\$1,581,720.00</b>		<b>\$320,000.00</b>	<b>\$1,901,720.00</b>
<b>Street Fund Total</b>	<b>\$1,623,452.00</b>			<b>\$2,223,834.00</b>



**Street Fund:**

This appropriation recognizes additional revenue from WSDOT and TIB and the increase expenditure for the Engh road project. A transfer from CE is included to ensure necessary fund balance is maintained during the reimbursement of project expenses. \$600,382.00 in new revenue is recognized, \$320,000.00 is appropriated for expenditure, and Ending fund balance is increased by \$280,382.00.

**Library Fund #104**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Ending Fund Balance 104-508-51-00-00	\$46,748.00		(\$7,500.00)	\$39,248.00
Repairs & Maintenance 104-572-50-48-00	\$2,500.00		\$7,500.00	\$10,000.00
Total Expenditures	\$153,149.00		\$7,500.00	\$160,649.00
Library Fund Total	\$199,897.00			\$199,897.00

**Library Fund:**

This appropriation recognizes an addition of \$7,500 in expenditure and reduces Ending Fund Balance by a like amount.

**Capital Improvement Fund #301**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Beginning Fund balance 301-308-31-00-00	\$138,920.00	\$74,878.85		\$213,798.85
Ending Fund Balance 301-508-31-00-00	\$189,020.00		\$33,878.85	\$222,898.85
Pool Feasibility Study 301-559-30-40-10	\$0.00		\$41,000.00	\$41,000.00
Total Expenditures	\$0.00		\$41,000.00	\$41,000.00
Capital Imp. Fund Total	\$189,020.00			\$263,898.85

**Capital Imp. Fund:**

This amendment recognizes an addition of \$74,878.85 in actual 2022 Beginning Fund Balance and appropriates \$41,000.00 for the Pool Feasibility Study. Ending Fund Balance is increased by \$33,878.85.

**Garbage Fund #403**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Ending Fund Balance 403-508-51-00-00	\$294,313.00		(\$100,000.00)	\$194,313.00



Collection and Disposal Contract 403-537-60-47-00	\$1,105,000.00	\$100,000.00	\$1,205,000.00
Total Expenditures	\$1,353,003.00	\$100,000.00	\$1,453,003.00
Garbage Fund Total	\$1,647,316.00		\$1,647,316.00

**Garbage Fund:**

This amendment appropriates an additional \$100,000.00 of expenditure for collection costs. Ending Fund Balance is reduced by a like amount.

**Equipment Rental Fund #501**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
Beginning Fund balance 501-308-51-00-00	\$208,838.00	\$16,859.73		\$225,697.73
Miscellaneous Revenues 501-36-91-00-00	\$1,030.00	\$7,950.00		\$8,980.00
Sale of Surplus 501-395-10-00-00	\$0.00	\$11,334.00		\$11,334.00
Ending Fund Balance 501-508-00-00	\$24,132.00		(\$5,000.00)	\$19,132.00
Communications 501-548-61-42-00	\$270.00		\$643.73	\$913.73
Fuel Consumed 501-548-65-40-00	\$80,000.00		\$24,000.00	\$104,000.00
Repairs and Maintenance 501-548-65-48-00	\$7,500.00		\$9,000.00	\$16,500.00
Operation Supplies 501-548-68-31-00	\$9,000.00		\$7,500.00	\$16,500.00
Total Expenditures	\$852,873.00		\$41,143.73	\$894,016.73
Equipment Rental Fund Total	\$877,005.00			\$913,148.73

**Equipment Rental Fund:**

This amendment recognizes the addition of \$36,143.73 in revenues and appropriates an additional \$41,143.73 for expenditure. Ending Fund balance is reduced by \$5000.00.

**MEMORANDUM**

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: November 7, 2022 (1<sup>st</sup> Read)  
November 21, 2022 (2<sup>nd</sup> Read)

Subject: Ordinance 1919 Amending Budget- Affordable Housing

---

The Attached **Ordinance 1919 - Amending the 2022 Budget for the City of Omak Appropriating Additional Expenditures and Recognizing Revenues in the Affordable Housing Fund**, is forwarded for your consideration.

This amendment appropriates expenditure and recognizes offsetting revenues for repairs at the Jonathan and Pine Intersection.

The Okanogan Housing Authority recently added two developments along Jonathan and Pine Streets. Required Intersection improvements were overlooked during the Design and construction of these projects. The Housing Authority partnered with the city for the installation and repair of the needed intersection improvements. The Housing Authority has reimbursed the City for it's cost in the repairs and installation.

I approve this Ordinance and urge its Adoption

**ORDINANCE NO. 1919**

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CITY OF OMAK  
APPROPRIATING ADDITIONAL EXPENDITURES AND RECOGNIZING  
REVENUES IN THE AFFORDABLE HOUSING FUND**

**WHEREAS**, the City of Omak adopted the 2022 Budget by passage of Ordinance No. 1908 on December 6, 2021; and

**WHEREAS**, the Okanogan County Housing authority has constructed affordable housing developments along Jonathan and Pine Street's; and

**WHEREAS**, the city was required to make unanticipated repairs to the intersection of Jonathan and Pine Streets to allow for safe vehicle traffic and the delivery of services; and

**WHEREAS**, the cost of the unanticipated repairs were reimbursed to the city from Okanogan County Housing Authority; and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

**WHEREAS**, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

**THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

- Section 1. Ordinance No. 1908 adopting the 2022 Budget, shall be amended to Include changes to the budget as shown in Attachment "A" of this ordinance.
- Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor



**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: 1<sup>ST</sup> Reading \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Omak passed Ordinance No. 1919.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Connie Thomas, City Clerk



---

**2022 BUDGET AMENDMENT ORDINANCE NO. 1919 ATTACHMENT "A"**

Description	2022 Budget	Revenue	Expenditure	Revised Budget
<b><u>Affordable Housing Fund # 106</u></b>				
<u>Miscellaneous Revenues</u>				
106-36-991-00-00	\$0.00	\$17,344.00		\$17,344.00
<u>Street Paving Project</u>				
106-595-30-60-00	\$0.00		\$17,344.00	\$17,344.00
106 Expenditure Total	\$ 0.00		\$ 17,344.00	\$17,344.00
106 Fund Total	\$ 40,479.00			\$40,479.00

**Affordable Housing Fund**

This Ordinance appropriates \$17,344.00 for street repairs and recognizes a like amount of additional Revenue. Ending Fund Balance is unchanged.

# WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

## Applicant

Name of Event Omak Christmas

Street Address East Side Park/Stampede Park right near River Bank & Baseball Diamond

City Omak County Okanogan

Event Date December 10, 2022 Event Time approx 6:00  AM  PM

Applicant's/Sponsor's Name Omak Chamber of Commerce Phone No. 509-322-5974

Pyrotechnic Operator Jeff Casali License No. P-03076

Experienced Assistant's Name Richard Vaughan

General Display Company Name Pyro Spectaculars North, Inc. Phone No. (509) 467-9282

### Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

## Local Fire Code Authority

Authority Having Jurisdiction \_\_\_\_\_

Name of Permitting Official \_\_\_\_\_

Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Permit Granted:  Yes  Yes, with Restrictions (see "Notations" below)  No

Restrictions/Notations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Permitting Official

Date of Approval

Permit Number

*If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.*

**MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION**







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

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

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

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Axis Surplus Insurance Company	26620	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Everest Indemnity Insurance Co.	10851														
INSURER B : Axis Surplus Insurance Company	26620														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652															

**COVERAGES**

CERTIFICATE NUMBER: 1733753173

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8GL00282-221	1/13/2022	1/13/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED      RETENTION \$			P-001-000063946-04	1/13/2022	1/13/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is named as an Additional Insured in regards to General Liability.

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: December 10, 2022

Location of Display: East Side Park/ Stampede Park, Omak, WA

Additional Insured(s): Omak Chamber of Commerce, East Side Park/Stampede Park, City of Omak, Colville Confederated Tribes, Omak Fire Department and their officers, agents and employees when acting in their official capacity as such.

**CERTIFICATE HOLDER****CANCELLATION**

Omak Chamber of Commerce  
 P.O. Box 3100  
 Omak WA 98841

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: November 21, 2022

Subject: Ordinance 1920 Adopting the 2023 Budget

---

The Attached Ordinance 1920 - Adopting the Budget for the City of Omak, Washington, for the Fiscal Year Ending December 31, 2023, is forwarded for your consideration.

This a “Two Read” Ordinance to adopt the budget for fiscal year 2023. The 2023 Budget document fairly estimates all revenues and expenditures, necessary to perform essential government services.

Two budget workshops were held, one on November 1<sup>st</sup> and the other, November 14<sup>th</sup>. The Public Hearing was held during this November 21<sup>st</sup> meeting.

There are some subtle changes to the budget document since the last Budget Workshop. The CIAW insurance premium is now known and populated. Public Works labor lines errors were corrected. ER cost allocation spreads were recalculated and populated to capture higher fuel and insurance costs.

This document is a fair representation of the year to come.

I approve this Ordinance and urge its adoption

**ORDINANCE NO. 1920**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE  
CITY OF OMAK, WASHINGTON, FOR THE  
FISCAL YEAR ENDING DECEMBER 31, 2023**

**WHEREAS**, the Mayor of the **CITY OF OMAK**, Washington completed and placed on file with the City Clerk, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said **CITY** for the fiscal year ending December 31, 2023, and notices were published that the Council of the said **CITY** would meet on the 21<sup>st</sup> day of November, 2022, at the hour of 7:00 P.M. for the final 2023 Budget Public Hearing in the Council Chambers at the City Hall of said **CITY**, for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of Omak an opportunity to be heard upon said budget; and

**WHEREAS**, the City Council did meet at said time and place and did then consider the matter of said proposed budget; and

**WHEREAS**, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the **CITY OF OMAK** for the purposes set forth in said budget; and

**WHEREAS**, the estimated expenditures set forth in said budget being all necessary to carry on the government of said **CITY** for said year and being sufficient to meet the various needs of said **CITY** during said period.

**NOW, THEREFORE**, the City Council of the **CITY OF OMAK** do ordain as follows:

**Section 1.** The budget for the **CITY OF OMAK**, Washington for the Year 2023 is hereby adopted at the fund level in its final form and content as set forth in the document entitled **City of Omak Final 2023 Budget**, copies of which are on file in the Office of the City Clerk.

**Section 2.** Estimated resources for each separate fund for the City of Omak, and aggregate expenditures for all such funds for the year 2023 are set forth in summary form, as shown in Exhibit "A", and are hereby appropriated for expenditure at the fund level during the Year 2023 as set forth in the **City of Omak Final 2023 Budget**.

**Section 3.** The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

**Section 4.** The ordinance shall be in force and take effect five (5) days after its publication according to law.



**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR** this 5<sup>th</sup> day of December 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Michael Howe, City Attorney

1<sup>ST</sup> Reading: \_\_\_\_\_  
2<sup>nd</sup> Reading: \_\_\_\_\_  
Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: 1/1/2023

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City Council of the City of Omak passed Ordinance No. 1920, which was published in full text on the date stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Connie Thomas, City Clerk



Ordinance 1920 Exhibit "A"  
 2023 City of Omak Final Budget

Summary of Fund Balance, Revenues & Expenditures

Fund#	Fund Name	Estimated 2023 Begin Fund Balance	Estimated 2023 Revenue	Estimated 2023 Expenditure	Estimated 2023 Ending Bal
<b>General Fund</b>					
001	Current Expense	\$2,768,039.75	\$5,265,451.36	\$6,754,800.87	\$1,278,690.25
<b>Special Revenue Funds</b>					
102	City Streets Fund	\$382,718.77	\$2,773,777.00	\$3,111,191.73	\$45,304.04
103	Cemetery Fund	\$60,290.75	\$71,860.00	\$80,019.16	\$52,131.60
104	Library Fund	\$48,679.93	\$146,962.00	\$164,727.17	\$30,914.76
105	Hotel-Motel Tax Fund	\$210,074.49	\$181,427.00	\$263,640.00	\$127,861.49
106	Affordable Housing	\$26,271.88	\$18,025.00	\$0.00	\$44,296.88
109	Block Grant Fund	\$20,000.00	\$0.00	\$20,000.00	\$0.00
110	Stampede Arena Redev. Fnd	\$272,835.54	\$74,645.00	\$63,963.00	\$283,517.54
111	Drug Enforcment Fund	\$10,462.59	\$6,005.00	\$5,500.00	\$10,967.59
	<b>TTL</b>	<b>\$1,031,333.95</b>	<b>\$3,272,701.00</b>	<b>\$3,709,041.05</b>	<b>\$594,993.89</b>
<b>Capital Improvement Fund</b>					
301	Capital Improvement Fund	\$278,889.85	\$60,100.00	\$0.00	\$338,989.85
<b>Proprietary Funds</b>					
401	Water Fund	\$2,549,994.44	\$7,839,046.00	\$10,074,630.28	\$314,410.16
402	Sewer Fund	\$500,422.48	\$2,952,454.00	\$2,781,781.93	\$671,094.55
403	Garbage Fund	\$282,513.05	\$1,446,575.20	\$1,587,858.01	\$141,230.23
405	Storm Drain Utility	\$79,731.92	\$169,081.00	\$159,842.32	\$88,970.60
406	Airport	\$431,728.30	\$373,435.00	\$698,897.53	\$106,265.77
411	Water Reserve Fund	\$495,515.69	\$3,605.00	\$0.00	\$499,120.69
412	Sewer Reserve Fund	\$1,048,275.02	\$7,622.00	\$0.00	\$1,055,897.02
	<b>TTL</b>	<b>\$5,388,180.89</b>	<b>\$12,791,818.20</b>	<b>\$15,303,010.08</b>	<b>\$2,876,989.01</b>
<b>Internal Service Funds</b>					
501	Equipment Rental Operations	\$8,815.62	\$965,321.00	\$957,853.62	\$16,282.99
508	EQ Rental Capital Purchases	\$954,887.33	\$495,286.00	\$1,234,180.00	\$215,993.33
	<b>TTL</b>	<b>\$963,702.95</b>	<b>\$1,460,607.00</b>	<b>\$2,192,033.62</b>	<b>\$232,276.32</b>
<b>Fiduciary Funds</b>					
631	State Bldng Permit Fees	\$102.00	\$773.00	\$875.00	\$0.00
632	State Agency Deposits	\$1,249.87	\$0.00	\$1,249.87	\$0.00
	<b>TTL</b>	<b>\$1,351.87</b>	<b>\$773.00</b>	<b>\$2,124.87</b>	<b>\$0.00</b>
633	Revolving Advanced Travel	\$2,000.00	\$0.00	\$0.00	\$2,000.00
700	Cemetery Endowment	\$170,948.98	\$0.00	\$0.00	\$170,948.98
	<b>Total of Funds</b>	<b>\$10,604,448.24</b>	<b>\$22,851,450.56</b>	<b>\$27,961,010.49</b>	<b>\$5,494,888.31</b>



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: November 21, 2022

Subject: Res. 69-2022 Approving the Purchase of a Pickup.

---

The attached Resolution 69-2022, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A PICKUP THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

This will replace equipment #284 that was scheduled to be replaced in 2022 but the ordering opportunity was missed. The ordering slot for 2023 delivery of this vehicle opened on November 14<sup>th</sup> and will remain open until factory ordering quantities are met.

The purchase of the fleet pickup was selected through the Washington State procurement cooperative. This purchase will be made through Bud Clary Ford a bona fide state vendor. This Purchase will total \$ 64,692.04 listed in the 2023 budget for this purchase, not to include graphics and other specialized items not included through the bid process.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 69-2022**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
A FLEET PICKUP THROUGH THE WASHINGTON STATE PURCHASING  
COOPERATIVE.**

**WHEREAS**, the pickup selection was based on considerations of department specification, performance, serviceability, uniformity and cost as determined by the Public Works Director; and

**WHEREAS**, the purchase of this vehicle will be under \$70,000.00 listed in the 2023 budget; and

**WHEREAS**, the equipment is available through the Washington State Purchasing Cooperative Bud Clary Ford, a bona fide Washington State Purchasing vendor in the amount of \$64,692.04; and

**WHEREAS**, the Purchasing Policy and Procedures Manual provide for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of a fleet pickup, a copy of the quote is attached as Exhibit "A" is hereby approved for purchase. The Mayor is authorized and directed to execute the same on behalf of the City, and the City Clerk is authorized to attest her signature.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov) <[NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)>  
**Sent:** Tuesday, November 15, 2022 3:33 PM  
**To:** Equipment Rental <[er@omakcity.com](mailto:er@omakcity.com)>  
**Cc:** [Gideon.Simukonda@des.wa.gov](mailto:Gideon.Simukonda@des.wa.gov)  
**Subject:** Vehicle Quote - 2022-11-523 - OMAK, CITY OF - 22407

[External Email]

## Vehicle Quote Number: 2022-11-523

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

### Contract & Dealer Information

Contract #: 05916	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford/Hyundai (W403)	Dealer Phone: (360) 423-4321 Ext: 7183
700 7th Avenue	Dealer Email: <a href="mailto:ford.orders@budclary.com">ford.orders@budclary.com</a>
PO Box 127	
Longview WA 98632	

### Organization Information

Organization: OMAK, CITY OF - 22407
Email: <a href="mailto:er@omakcity.com">er@omakcity.com</a>
Quote Notes:
Vehicle Location: OMAK

### Color Options & Qty

Oxford White (Z1) - 1
Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0821-0001	2023 Ford F250 Pickup, 4WD	1	\$45,972.00	\$45,972.00
2023-0821-0002	IMPORTANT 11/03/22: We are posting the 2023MY Super Duties in the CARS system early, even though Ford will not begin accepting Government vehicle orders until November 14th. The order bank will close December 16th. To prevent high volumes of government orders exceeding total 2023MY government vehicle allocation, Ford will pre-determine 23MY Super Duty allocation, per customer end-user Fleet Identification Number (FIN) based on five-year sales history data. Ford's order bank will stop accepting orders once your FIN has reached maximum allocation. Please note that some primary FINs have multiple end-users, so allotment will need to be distributed equitably. Bud Clary Ford has #05916 Contract sales history data for each FIN and each end-user.	1	\$0.00	\$0.00
2023-0821-0003	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee	1	\$0.00	\$0.00



<p>that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.</p>			
2023-0821-0004	INFORMATION ONLY: Bud Clary Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00 \$0.00
2023-0821-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00 \$0.00
2023-0821-0010	2023 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,000# GVWR, 3830# Payload, 3.73 RAR #X37, LT245/75Rx17E BSW All-Season Tires, 17in argent painted steel wheels/painted hub covers, (F2B/600A/99A/44F/142WB/TD8/64A) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00 \$0.00
2023-0821-0022	Engine Block Heater (41H)	1	\$97.00 \$97.00
2023-0821-0027	Platform Running Boards (Regular Cab)(18B)	1	\$309.00 \$309.00
2023-0821-0032	Upfitter Switches (6) (located in overhead console) (gas engines - includes 190-Amp Alternator #67D, diesel engines include 250-Amp Alternator #67D) (66S)	1	\$159.00 \$159.00
2023-0821-0033	360-Degree Dual Beacon LED Warning Strobes (Amber) (roof-mounted in front of the CHMSL) (91S/59H)	1	\$628.00 \$628.00
2023-0821-0049	120V/400W Outlet (1) (includes one in-dash mounted outlet) (to be ordered w/ 40/20/40 seating) (included w/ XLT Trim) (43C)	1	\$170.00 \$170.00
2023-0821-0052	Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Regular/Extended Cab) (TT1)	1	\$96.00 \$96.00
2023-0821-0059	Snowplow/Camper Package (4x4 Only) (includes contents of Snow Plow Prep Package #473 and Camper Package #471) (47B)	1	\$294.00 \$294.00
2023-0821-0213	Trailer Tow Hitch Receiver Option: Sleeve Reducer - 2.5in to 2in (DLR)	1	\$47.00 \$47.00
2023-0821-0221	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$47.00 \$47.00
2023-0821-0438	Side rail toolbox - 60in long topside lift door, installed driver side (60x12x5 upper, 60x7x7 lower) (tbsm-60) (TB438)	1	\$584.00 \$584.00
2023-0821-1331	Snow Plow Package, V Plow Package, with corrosion resistant dual 304 stainless steel moldboards with 1/2in cutting edges, tubular steel floating A-frame, dual-action angle cylinders, fully enclosed 2 HP power/hydraulic unit and regenerative	1	\$11,276.00 \$11,276.00

hydraulics with full size SAE standard cartridge valves and oversize 3/8in rubber hoses, 70 degree attack angle and snow throwing flared wings, dual-beam halogen plow lights with secure double post mounts, 2 independent 6in trip edges, laser cut steel ribs, a full length 2in cross tube, oversized hinge pin, ergonomic in-cab controller with single button control for all plow functions including v-scoop and angle.(9-1/2 Foot) (BUY GOV-VX95) (Must also order Ford Snow Plow Prep Package #473) (ABW1331)

**Quote Totals**

**Total Vehicles:** 1

**Sub Total:** \$59,679.00

**8.4 % Sales Tax:** \$5,013.04

**Quote Total:** \$64,692.04

# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: November 21, 2022

Subject: **Resolution 70-2022 APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR  
BUILDING INSPECTION & PLAN REVIEW SERVICES**

---

The Attached Resolution No. 70-2022, approving an interlocal agreement between Okanogan County and the City of Omak for building inspection & plan review services, is forwarded for your consideration.

This agreement is to cover for out-of-town training, sick time, vacation, and unforeseen circumstances. Okanogan County has the staffing and expertise to provide the City with plan review and building inspection services.

The County has drafted an agreement which is used by several municipalities throughout the County. This agreement has been reviewed and approved by Mick Howe, City Attorney.

I support this resolution and recommend approval.



**RESOLUTION NO. 70-2022**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY FOR BUILDING INSPECTION SERVICES**

**WHEREAS**, the Revised Code of Washington, RCW 39.34, authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

**WHEREAS** the City of Omak could potentially have the need for building inspection and permit administration services; and

**WHEREAS**, Okanogan County has the staffing and expertise to provide the "as needed" building inspection and permit administration services to Omak; and

**WHEREAS**, an Interlocal Agreement has been prepared that adequately defines the scope and compensation for these services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and Okanogan County, a copy of which is attached hereto as Exhibit "A", for Building Inspection & Plan Review Services, is approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

## **INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR BUILDING INSPECTION & PLAN REVIEW SERVICES**

This Interlocal Agreement for building inspection and plan review services (“Agreement”) is entered into by and between Okanogan County, Washington (County) and the City of Omak, Washington (City) sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The City has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from the County to fulfill its obligation to its citizens; and

WHEREAS: The County has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for the County are available to provide Building Inspection Services to the City;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

### **AGREEMENT**

1. **Building Inspection Services.** This Agreement contains provision related to the County providing Building Inspection and Plan Review Services to the City. Upon advance oral or written notice by the City, the County shall provide Building Inspection Services for the City. The hours of service shall be the normal business hours of the Okanogan County Building department (8:00 a.m. to 5:00 p.m.).
2. **Building Inspection Services Definition.** For purposes of this Agreement, “Building Inspection Services” shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with City departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.
3. **Code Enforcement.** This Agreement does not provide for any code enforcement services, civil or criminal.
4. **Duration:** This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or posting on both party’s websites, and shall continue and be in full force and effect until December 31, 2023, unless terminated sooner pursuant to paragraph 5.



5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 30 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.

5.4 Termination by City upon hiring City Building Inspector. The City may terminate this Agreement immediately upon written notice to the County that the City has hired a full-time building inspector for the City.

6. Administration, No separate Entity Created. The Mayor of the City, and the Building Official of the County shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by the County for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$120.00 per hour with a one hour minimum charge for each inspection and plan review. The County shall be compensated for round trip for driving time between the County offices and the City at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided “as needed” and “as requested” by the City with a 48 hour advance notification. The County shall invoice the City monthly for the Building Inspection Services used by the City in the prior month. The City shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the City.

8. Benefits and other expenses. Attendance by the County Building Inspector at Town meetings that does not fall within the definition of “Building Inspection Services” in paragraph 2 above, but which the County Building Inspector may attend at his or her discretion, shall be compensated by the City at \$120 per hour, plus round trip travel expenses at \$60 per hour. The County shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.

9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party



commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

10. Indemnification. The County shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the County, in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

The City shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

11. Insurance. The County shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The County insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to the City. The County shall name the City as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the County to the City within 30 days of the date this Agreement is effective.

Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement and the additional insured requirement is waived.

12. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. The City shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the City which shall have the responsibility for the retention and release of the same.

13. Return of Documents. The County agrees that upon termination of this Agreement for any reason, it will return to the City all documents, files and records of any nature whatsoever obtained by or for the City and used in connection with work performed for the City pursuant to this Agreement.

14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the City Mayor, or his or her designee, provided such instructions

are in the furtherance of the deliverance of building inspection services by the County to the City pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the City and any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the City. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

a. Notice to the County:

Okanogan County  
Attention: Building Official  
123 North 5<sup>th</sup> Ave, Room # 114  
Okanogan, WA 98840

b. Notice to the City:

City of Omak  
Attention: Mayor  
PO Box 72  
Omak, WA 98841

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.

18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.



19. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.

20. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

Dated at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 2022.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

\_\_\_\_\_  
Andy Hover, Chairman

\_\_\_\_\_  
Chris Branch, Vice Chair

\_\_\_\_\_  
Jim Detro, Member

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Esther Milner, Chief Civil Deputy

\_\_\_\_\_  
Laleña Johns, Clerk of the Board

Dated at Okanogan, Washington this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Cindy Gagne, Mayor

Attest:

\_\_\_\_\_  
Connie Thomas, Clerk/Treasurer

Approved as to Form:

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

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: November 21, 2022

Subject: **Resolution No. 71-2022** Approving the Public Works Contract with Schmitt Electric, Inc. for Eastside Well Soft Start Installation

---

The attached Resolution **71-2022, a Resolution of the Omak City Council Approving the Public Works Contract with Schmitt Electric, Inc., is forwarded for your consideration.**

The installation of soft starts at the Eastside well is in the 2022 budget in the amount of \$15,000. These will reduce power demand on startup and help with generator operation if necessary, in the future. Electricians were contacted for estimates, and Schmitt Electric, Inc. was chosen to complete the work.

Schmitt Electric, Inc. has submitted an estimate for \$15,587.00 not including sale tax, fees and permits or unforeseen code violations.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 71-2022**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH SCHMITT ELECTRIC, INC. FOR EASTSIDE WELL SOFT START INSTALLATION**

**WHEREAS**, the Public Works Department has the need to install soft starts at Eastside Well; and

**WHEREAS**, funding was approved in the 2022 budget in the amount of \$15,000.00; and

**WHEREAS**, a public works contract has been prepared to identify the cost and scope of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the Public Works Contract with Schmitt Electric, Inc, for Eastside Well Soft Start Installation, a copy of which is attached as Exhibit "A", is approved. The Mayor is authorized to execute all documents necessary to effect this action.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

## PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**SCHMITT ELECTRIC, INC**  
**P.O. Box 2093**  
**Wenatchee, WA 98807**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

### Eastside Well Soft Start Installation

in accordance with the most recent and approved Electrical Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.
8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the Omak P.W. Director. The contractor will be required to pay prevailing wages, submit a "Statement of

Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

IN WITNESS, WHEREOF, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this 15th day of November, 2022

CONTRACTOR: Schmitt Electric.

By: [Signature] MANAGER  
Signature Title

PRINTED NAME: Mike Riley.

ADDRESS: 1114 Walla Walla ave.

Wenatchee WA 98801  
City State Zip

PHONE: (509) 662-3518

FAX Number: (509) 667-9108

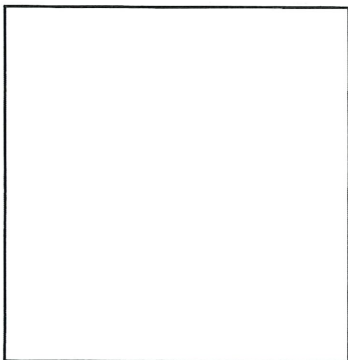
State of Washington Contractor's License Number: SCHMIE1390db

Federal Tax I.D. Number: 91-0894622 UBI Number: 600093256-001

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

\_\_\_\_\_  
Connie Thomas, City Clerk



**SCHMITT ELECTRIC, INC.**  
**INDUSTRIAL AND COMMERCIAL CONTRACTING**  
509.662.3518      P.O. Box 2093      Wenatchee, WA 98807

09/21/2021

TO: City of Omak

ATTN: Jordan Verstegan, Corey Wilder

RE: 40 and 75 Horsepower Soft Starts for Eastside Well Pumps

Schmitt Electric appreciates the opportunity to submit the following quote:

**ITEMS INCLUDED:**

- > Electrical permit and inspection
- > Remove and dispose of (1) existing, 240 volt, 40 horsepower, motor starter
- > Provide and install (1) new, 240 volt, 40 horsepower, soft start (remotely)
- > Remove and dispose of (1) existing, 240 volt, 75 horsepower, motor starter
- > Provide and install (1) new, 240 volt, 75 horsepower, soft start (remotely)
- > Provide and install (1) lot, conduit and conductors for the above
- > Provide and conduct (1) lot, programming and start-up

**ITEMS NOT INCLUDED:**

- > Washington State sales tax
- > Overtime
- > Correction to any existing code violations identified by state inspector
- > Any items not listed in "ITEMS INCLUDED" section

Estimated cost of "ITEMS INCLUDED" section-----\$15,587

Thank you,

Jason Butler  
Schmitt Electric  
509 881 7397



# Omak Police Department

8 N. Ash, P.O. Box 72, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

---

## Memorandum

Date: November 21<sup>st</sup>, 2022

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 72-2022

I am requesting support and approval for the acceptance of a Department of Justice (DOJ) Community Oriented Policing Services (COPS) grant through the COPS hiring program. This grant will cover the costs up to \$125,000.00 spread out over three years with the City of Omak being required to maintain the position for an additional year for a total of 4 years. The grant is managed on-line and Administrator McDaniel is the administrator in the DOJ system.

The grant award must be accepted within 45 days or the City loses the funding. We received notice on October 13th, 2022. We must accept by November 26<sup>th</sup>, 2022.

This funding will help the Police Department to increase staffing and offset some of those costs over the next three years. The focus of the position will be paired with our CORE program and focused on substance abuse, mental health disorders, and other co-occurring issues.

I recommend the approval of this grant.



**RESOLUTION NO. 72-2022**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING ACCEPTANCE OF  
DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES  
GRANT**

**WHEREAS**, the Police Chief has determined the need to improve staffing levels and services; and

**WHEREAS**, an online grant through the Department of Justice (DOJ) Community Oriented Policing Services and the COPS Hiring Program was applied for; and

**WHEREAS**, the City of Omak was selected as a recipient for one officer position; and

**WHEREAS**, the department has 45 days from notification to accept the grant funding; and

**WHEREAS**, the grant will cover \$125,000 to be spread over three years of the four year position requirement; and

**WHEREAS**, the City of Omak was one of only two cities awarded this grant funding in the State of Washington; and

**WHEREAS**, the funding will allow a bridge to provide a position focused on behavior and substance abuse and other co-occurring disorders; and

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the Department of Justice Community Oriented Policing Service Grant, attached hereto, is accepted, and the City Administrator is authorized to execute and administer the grant award.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney

## ✓ Award Letter

October 13, 2022

Dear Dan Christensen,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF OMAK for an award under the funding opportunity entitled 2022 FY 2022 COPS Hiring Program. The approved award amount is \$125,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN  
Acting Director

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have



employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

## ✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

### Recipient Information

#### Recipient Name

CITY OF OMAK

#### UEI

PS27STNQXEM9

#### ORI Number

—

#### Street 1

P.O. BOX 72

#### Street 2

#### City

OMAK

#### State/U.S. Territory

Washington

#### Zip/Postal Code

98841

#### Country

United States

#### County/Parish

—

#### Province

—

### Award Details

**Federal Award Date**

10/13/22

**Award Type**

Initial

**Award Number**

15JCOPS-22-GG-03391-UHPX

**Supplement Number**

00

**Federal Award Amount**

\$125,000.00

**Funding Instrument Type**

Grant

**Assistance Listing Number Assistance Listings Program Title**

16.710

Public Safety Partnership and Community Policing Grants

**Statutory Authority**

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

*I have read and understand the information presented in this section of the Federal Award Instrument.***✓ Project Information****This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.****Solicitation Title**

2022 FY 2022 COPS Hiring Program

**Awarding Agency**

COPS

**Application Number**

GRANT13644231

**Grant Manager Name Phone Number**VERLENA BRAXTON  
800-421-6770**E-mail Address**

VERLENA.BRAXTON@USDOJ.GOV

**Project Title**

FY22 COPS Hiring Program (CHP)

**Performance Period Start Date**  
10/01/2022

**Performance Period End Date**  
09/30/2027

**Budget Period Start Date**  
10/01/2022

**Budget Period End Date**  
09/30/2027

### Project Description

The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

### Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/13/22 1:45 PM

### Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$331,749.96	\$0.00	\$331,749.96	
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$0.00	\$0.00	\$0.00	



Equipment	\$0.00	\$0.00	\$0.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$0.00	\$0.00	\$0.00	
Other Costs	\$0.00	\$0.00	\$0.00	
Indirect Costs	\$0.00	\$0.00	\$0.00	
Total Project Costs	\$331,749.96	\$0.00	\$331,749.96	
Federal Funds:			\$125,000.00	37.68%
Match Amount:			\$206,749.96	62.32%
Program Income:			\$0.00	0.00%

**Budget Detail Summary View**

**Budget Category**

Sworn Officer

**Base Salary and Fringe Benefits for Sworn Officer**

**Sworn Officer**

Position Title                      Position Description  
Sworn Officer                      \_\_\_\_\_

- > **Salary per Officer**
- > **Fringe Benefits per Officer**
- > **Summary Totals**

Civilian Personnel

**Position**

Position Title                      Position Description  
Civilian Position 1                      \_\_\_\_\_

- > **Salary**
- > **Fringe Benefits**
- > **Summary Totals**

Travel

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of	# Of	Total Cost
-------------------	----------	-----------------	-------	------	----------	------	------	------------

**Staff Trips**

No items

Travel Total Cost  
\$0.00

Additional Narrative

**Equipment**

<b>Equipment Item</b>	<b># of Items</b>	<b>Cost</b>	<b>Total Cost</b>
-----------------------	-------------------	-------------	-------------------

No items

Equipment Total Cost  
\$0.00

Additional Narrative

**Supplies**

<b>Purpose of Supply Items</b>	<b># of Items</b>	<b>Unit Cost</b>	<b>Total Cost</b>
--------------------------------	-------------------	------------------	-------------------

No items

Supplies Total Cost  
\$0.00

Additional Narrative

SubAwards

Item	Description	Country	State/U.S. Territory	City	Total Cost
------	-------------	---------	----------------------	------	------------

No items

Subawards Total Cost

\$0.00

Additional Narrative

Procurement Contracts

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost
------	-------------	------------	---------	----------------------	------	------------

No items

Procurement Cost

\$0.00

Consultant Travel Required

Yes

Purpose of Travel	Location	Type of Expense	Cost	Duration or Distance	# of Staff	Total Cost
-------------------	----------	-----------------	------	----------------------	------------	------------

No items

Consultant Travel Total Cost

0.00

Procurement Total Cost

\$0.00



Additional Narrative

Other Costs

Description	Quantity	Basis	Costs	Length of Time	Total Costs
-------------	----------	-------	-------	----------------	-------------

No items

Other Costs Total Cost  
\$0.00

Additional Narrative

Indirect Costs

Description	Base	Indirect Cost Rate	Total Cost
-------------	------	--------------------	------------

No items

Indirect Costs Total Cost  
\$0.00

Additional Narrative

*I have read and understand the information presented in this section of the Federal Award Instrument.*

✓ Other Award Documents

Approved Problem Focus Area: Police-Based Response to Persons in Crisis  
1 Full-Time Officer Funded  
1 New Hire  
0 Rehires Previously Laid Off  
0 Rehires Scheduled for Lay Off

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



**Restrictions on Internal Confidentiality Agreements:** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2022, Public Law 117-103, Division E, Title VII, Section 742.



**Duplicative Funding:** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.



**Contract Provision:** All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.



**Award Monitoring Activities:** Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.



**Authorized Representative Responsibility:** The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

## 6

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
  - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
  - (3) When the recipient agrees to the termination and termination conditions.
  - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
  - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

## 7

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2022 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

## 8

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

## 9

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

## 10

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.



## 11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

## 12

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

## 13

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

### I. System for Award Management and Universal Identifier Requirements

#### A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

#### B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

#### C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
  - a. A foreign organization;
  - b. A foreign public entity;
  - c. A domestic for-profit organization; and
  - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

## 14

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this



award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

## 15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

## 16

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity



through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.



Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits,

corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## 18

**Debarment and Suspension:** The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

## 19

**Employment Eligibility:** The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

## 20

**Conflict of Interest:** Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

## 21

**Additional High-Risk Recipient Requirements:** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

## 22

**Career Law Enforcement Officer:** Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

## 23

**Extensions:** Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

## 24

**Supplementing, not Supplanting:** State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that



would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

## 25

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

## 26

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

## 27

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

## 28

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

## 29

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.
- Your agency's MOU must contain the following information;
  - o The purpose of the MOU
  - o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
  - o Information sharing
  - o Supervision responsibility and chain of command for the SRO
  - o Signatures



Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets. Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

### 30

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

### 31

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their 2021 COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application;

Your agency will address its specific priority crime problem throughout the entire CHP award period;

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

### 32

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

### 33

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-



hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

### 34

**Community Policing:** Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

### 35

**Background Investigations:** Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ **Award Acceptance**

### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant’s legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

Title of Approving Official  
Acting Director

Name of Approving Official  
ROBERT CHAPMAN

Signed Date And Time  
9/19/22 4:28 PM

**Authorized Representative**

