SPOKANE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT
COORDINATION CENTER INTERLOCAL AGREEMENT WITH
SPOKANE VALLEY FIRE DEPARTMENT

THIS INTERLOCAL AGREEMENT, made and entered into by and between SPOKANE VALLEY FIRE DEPARTMENT, a political subdivision and municipal corporation of the State of Washington, having offices for the transaction of business at 2120 North Wilbur, Spokane Valley, WA, 99206, hereinafter referred to as the "SVFD", and SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "COUNTY," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County Washington (hereinafter sometimes referred to as "Board of County Commissioners") has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to RCW 52.12.011 Fire Protection Districts created under chapter 52 RCW are political subdivisions of the State and shall be held to be municipal corporations within the laws and constitution of the State of Washington; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW local governments are enabled and permitted to make the most efficient use of their powers by cooperating with other governmental units on a basis of mutual advantage; and

WHEREAS, pursuant to the provisions of RCW 38.52.070, each political subdivision of Washington State is authorized and directed to establish a local organization or to be a member of a joint local organization for emergency management in accordance with the state comprehensive emergency management plan and program, so long as the political subdivision proposing such establishment submits its plan and program for emergency management to the state director and secures his/her recommendations thereon, and the plan is consist with the state comprehensive emergency management plan; and

WHEREAS, pursuant to the provisions of RCW 38.52.070, each local organization for emergency management shall have a director who shall be appointed by the executive head of the political subdivision, and who shall have direct responsibility for the organization, administration, and operation of such local organization for emergency management, subject to the direction and control of such executive officer or officers; and

WHEREAS, in carrying out the provisions of this chapter each political subdivision, in which any disaster as described in RCW 38.52.020 occurs, shall have the power to enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster; and
WHEREAS, each political subdivision is authorized to exercise the powers vested under RCW 38.52.020 in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements), including, but not limited to, entering into contracts, and the employment of temporary workers; and

WHEREAS, as a result of the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Washington State which significantly impacted the life and health of people of Washington State, as well as the economy of Washington State, Governor Jay Inslee, under Chapters 38.08, 38.52 and 43.06 RCW, proclaimed that a State of Emergency existed in all counties in the state of Washington, and directed the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented; and

WHEREAS, in response to the enacted State of Emergency, Spokane County’s Deputy Director of Emergency Management requested staff assistance from Spokane Valley Fire Department. This request was based upon the increased staffing needs to address the public health crisis. Spokane Valley Fire Department staff are highly skilled subject matter experts in major incident management, including specific skills in the Incident Command System;

NOW THEREFORE, for and in consideration of mutual promises set forth hereinafter, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Interlocal Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the Spokane Valley Fire Department (SVFD) will provide staff support to Spokane County’s Emergency Coordination Center.

SECTION NO. 2: SCOPE OF SERVICES

SVFD staff support services to Spokane County’s Emergency Coordination Center are outlined in the “Scope of Services” attached hereto as Attachment “A” and incorporated herein by reference.

SECTION NO. 3: DURATION

This Interlocal Agreement shall be effective April 1, 2020 and run through December 30, 2020 unless terminated earlier by the PARTIES.
SECTION NO. 4:  COMPENSATION/PAYMENT

The COUNTY shall reimburse SVFD an amount not to exceed the compensation as outlined in the most recent version of the Washington State Fire Mobilization Plan, which can be found at www.wsp.wa.gov for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment “A”. In addition to the service compensation for travel costs and/or per diem costs for staff who do not reside in SPOKANE COUNTY, SVFD shall comply with 2 CFR 200.474 and should consult with their internal policies, as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov and follow the most restrictive. If travel costs exceed set federal limits, travel costs shall not be reimbursed without written prior approval by the COUNTY.

Invoices must be submitted with appropriate supporting documentation, including timesheets and time and labor certifications, or other supporting documentation as directed by the COUNTY’s representative designated hereinafter. Requests for reimbursement by the SVFD shall be made monthly and December’s billing request must be received no later than January 10th to be allowable under this Interlocal Agreement. Failure to do so, may result in the COUNTY’s refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.

In conjunction with each reimbursement request, SVFD shall certify that services to be performed under this Interlocal Agreement do not duplicate any services to be charged against any other grant, subgrant, or funding source.

Requests for reimbursement shall be submitted to:

        Chandra Fox
        Deputy Director
        Spokane County Emergency Management
        1121 West Gardner Avenue
        Spokane, WA 99201
        cefox@spokanecounty.org

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by SVFD. No payments in advance of or in anticipation of goods or services to be provided under this Interlocal Agreement shall be made by COUNTY.

SECTION NO. 5:  INDEPENDENT CONTRACTOR

The PARTIES intend that an independent contractor relationship will be created by this Interlocal Agreement. Neither SVFD, nor any agent, employee, consultant, subcontractor, agency or otherwise of SVFD shall be deemed to be an employee, agent, consultant, subcontractor, agency or otherwise of the COUNTY for any purpose nor shall they identify or hold themselves out as the same. Likewise, neither the COUNTY nor any agent, employee, consultant, subcontractor, agency or otherwise of the COUNTY shall be deemed to be an agent, employee, consultant, subcontractor, agency or otherwise of SVFD for any purpose, nor shall they identify or hold themselves out as the same. Neither SVFD
nor any agent, employee, consultant subcontractor, or agency of SVFD is entitled to any of the benefits that the COUNTY provides for COUNTY employees, including, but not limited to, health insurance, sick leave, PTO, vacation, pension, longevity, disability leave or any other benefit provided.

SVFD will be solely and entirely responsible for its acts and the acts of its agents, employees, consultants, subcontractors, agencies, or otherwise, during the performance of this Interlocal Agreement.

SVFD shall be responsible for paying shall be solely responsible for paying any and all taxes associated with services provided by SVFD, including but not limited to income and social security taxes.

SECTION NO. 6: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

COUNTY: Chandra Fox
Deputy Director
Spokane County Emergency Management
1121 West Gardner
Spokane, Washington 99201

DISTRICT: Bryan Collins
District Chief
2120 North Wilbur
Spokane Valley, WA 99206

SECTION NO. 7: INDEMNIFICATION

SVFD shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from SVFD’s intentional or negligent acts or breach of its obligations under the agreement. SVFD’s duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

The COUNTY shall indemnify, defend and hold harmless SVFD, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY’s intentional or negligent acts or breach of its obligations under the agreement. The COUNTY’s duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of SVFD, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in
proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party’s officer or employee’s negligence.

Each Party’s duty to indemnify shall survive the termination or expiration of the agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

SECTION NO. 8: MODIFICATION/AMENDMENT

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

SECTION NO. 9: ASSIGNMENTS

This Interlocal Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES’ prior written consent.

SECTION NO. 10: COMPLIANCE WITH LAWS

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


Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;


**Washington State Laws and Regulations:**

Affirmative action, RCW 41.06.020 (11);

Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;

Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;

Discrimination-human rights commission, Chapter 49.60 RCW;

Ethics in public service, Chapter 42.52 RCW;

Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;

Open public meetings act, Chapter 42.30 RCW;

Public records act, Chapter 42.56 RCW; and

State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**SECTION NO. 11: NON-DISCRIMINATION**

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

**SECTION NO. 12: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

SVFD must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
SECTION NO. 13: NEW CIVIL RIGHTS PROVISION

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

SECTION NO. 14: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

SECTION NO. 15: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Interlocal Agreement, SVFD shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of SVFD’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Interlocal Agreement may be rescinded, canceled or terminated in whole or in part, and SVFD may be declared ineligible for further agreements with the COUNTY. SVFD shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this Interlocal Agreement.

SECTION NO. 16: SEVERABILITY

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

SECTION NO. 17: VENUE STIPULATION

This Interlocal Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Interlocal Agreement shall be governed by the laws of the State of Washington both as to
interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Interlocal Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Interlocal Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Interlocal Agreement. No changes or additions to this Interlocal Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

SECTION NO. 19: WAIVER

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

SECTION NO. 20: AUDIT

A. General Requirements:

SVFD shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records. SVFD is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors. The COUNTY reserves the right to recover from SVFD all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. SVFD must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

SVFD, expending $750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. The federal schedule must include:

- Grantor agency name
- Federal agency
- Federal program income
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
Grantor contract number
Total award amount including amendments (total grant award)
Current year expenditures

As SVFD is a municipal corporation of the State of Washington, the Office of the State Auditor shall conduct the audit.

In any case, SVFD’s financial records must be available for review by the COUNTY and the Washington State Department of the Military.

C. Documentation Requirements

SVFD must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in this Interlocal Agreement.

In addition to sending a copy of the audit, when applicable, SVFD must include:

• Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.

• Copy of the Management Letter.

SECTION NO. 21: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

SVFD, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

B. Have not within a three-year period preceding this Interlocal Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and

D. Have not within a three-year period preceding the signing of this Interlocal Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.

Where SVFD is unable to certify to any of the statements in this Interlocal Agreement, SVFD shall attach an explanation to this Interlocal Agreement.
SVFD agrees by signing this Interlocal Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.

SECTION NO. 22: PARTIES REPRESENTATIVES

The COUNTY hereby appoints and SVFD hereby accepts the COUNTY'S Deputy Director Greater Spokane Emergency Management or her designee, as the COUNTY'S liaison for the purpose of administering this Interlocal Agreement. SVFD hereby appoints and COUNTY hereby accepts the SVFD’s Fire Chief or his/her designee, as SVFD’s liaison for the purpose of administering this Interlocal Agreement.

SECTION NO. 23: RECORDS MAINTENANCE

SVFD shall maintain all books, records, documents, data and other evidence relating to this Interlocal Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Interlocal Agreement. SVFD shall retain such records for a period of six (6) years following the date of final payment.

At no additional cost, SVFD shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. SVFD shall provide access to its facilities for this purpose.

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

SECTION NO. 24: INSURANCE

SVFD shall carry for the duration of this Interlocal Agreement, errors and omissions insurance in an amount of not less than $1,000,000, together with comprehensive automobile liability coverage of $100,000/$300,000 for any vehicle used to provide services under this Interlocal Agreement. All such policies shall provide that they shall not be canceled, materially changed, or renewed without thirty (30) days written notice prior thereto to the COUNTY. The COUNTY shall be an additional insured on all insurance policies. All policies shall be issued by insurance companies licensed to do business in the State of Washington and having a Best rating of A or better. SVFD shall provide to the COUNTY certificate(s) evidencing such coverage.
SECTION NO. 25: DISPUTE RESOLUTION

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

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

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

SECTION NO. 26: ATTORNEYS' FEES

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

SECTION NO. 27: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

A. All material provided to SVFD by COUNTY that is designated as "confidential" by COUNTY;

B. All material produced by SVFD that is designated as "confidential" by COUNTY; and

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

SVFD shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. SVFD shall use Confidential Information solely for the purposes of this Interlocal Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. SVFD shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, SVFD shall provide COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Interlocal Agreement whenever
COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. SVFD shall make the changes within the time period specified by COUNTY. Upon request, SVFD shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by SVFD against unauthorized disclosure.

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

SECTION NO. 28: TERMINATION

Any party may terminate this Interlocal Agreement by thirty (30) days written notice to the other party. In the event of such termination, SVFD shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Interlocal Agreement shall remain with such party.

SECTION NO. 29: RCW 39.34 REQUIRED CLAUSES

A. **Purpose**: See Section No. 1 above.

B. **Duration**: See Section No. 3 above.

C. **Separate Legal Entity**: This Interlocal Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that SVFD provide services to the COUNTY as set forth in Attachment “A”

D. **Responsibilities of the Parties**: See provisions above.

E. **Agreement to be Filed**: SVFD shall file this Interlocal Agreement with its local authority. The COUNTY shall file this Interlocal Agreement with its County Auditor or will place the Agreement on its website.

F. **Financing**: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **Termination**: See Section No. 28 above.
IN WITNESS WHEREOF, the PARTIES have caused this Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED: 11/9/2020

SPOKANE VALLEY FIRE DEPARTMENT

By: [Signature]
Title: Fire Chief

DATED: 12/1/2020

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Al French, Chair
Josh Kerns, Vice Chair
Mary L. Kuney, Commissioner

ATTEST:

Ginna Vasquez
Clerk of the Board

20-0912
ATTACHMENT “A”
SCOPE OF WORK

Spokane County Department of Emergency Management is charged with the establishment of a centralized location where government, at any level, can provide interagency coordination and execution of decision making which supports incident responses which, include but is not limited to: situation assessment, decision making, resource support, allocation and information coordination/dissemination during planned events, disasters and major incidents. The primary responsibilities of the Emergency Coordination Center (ECC) during an activation are to:

- Provide liaison during planned events, disasters or major incidents
- Provide interagency coordination
- Support decision making
- Acquire, allocate and track resources
- Provide situational awareness through the development of a common operating picture
- Provide strategic coordination and policy direction through incident specific policy groups

The staffing to support the responsibilities of the ECC is at the direction of the Spokane County Emergency Management Deputy Director. The ECC activities are broken down into discrete responsibilities aligned with demonstrable tasks within the framework of the National Incident Management System (NIMS) and assigned to SVFD staff with a background in: All Hazard Type III, Regional Type II or National Type I Incident Management Teams. SVFD staff with this background possess the specific knowledge, skills and abilities to function at a high level within the ECC environment and are needed to support the ECC operations.

Based upon the skillset of SVFD staff, the Spokane County Emergency Management Deputy Director requested assistance of SVFD staff for NIMS duty assistance based upon the small staff size of the Spokane County Department of Emergency Management Services and a lack of Spokane County personnel who are experienced in the required NIMS duties. The SVFD staff performed the following NIMS duties, which are outside the staff's normal duties provided to SVFD, but which were necessary for the Spokane County ECC operations:

- Mike Charter – Alternate Plans Chief
- Scott Crawford – Public Information Officer (JIC)
- John Leavell and Wayne Tuttle – Delivery, set-up and operation of the De-con trailer
- Mark Hill and Rob Proctor back-fill for Public Information Officer (JIC)

The types of duties and responsibilities to be performed to support the Spokane County ECC during the health pandemic may be found in the following National Wildfire Coordination Group position descriptions, which have been adapted as necessary to address the pandemic emergency:
Finance/Administration Section Chief Type 3, FSC3

Position Category: Incident Positions  |  Functional Area: Finance  |  AD Class: AD-J
Position Code: FSC3

Duties

- Establishes and maintains positive internal and external interpersonal working relationships.
- Provides for the safety and welfare of assigned personnel.
- Attends Agency Administrator or outgoing IC briefing. Obtains available incident information and incident agency guidelines and policies.
- Evaluates, and shares with Incident Management Team (IMT) members, pertinent information for the section which may affect incident management team.
- Supervises or performs duties of the section.
- Reviews contracts, memoranda of understanding and cooperative agreements to ascertain their impact and application.
- Participates in preparation and review of Incident Action Plan (IAP).
- Provides financial summary information on current incident operations.
- Participates in the operational period briefing, emphasizing the needs of the finance/administration section.
- Interacts and coordinates with all command and general staff. Receives and provides current information.
- Maintains Unit Log, ICS 214.
- Coordinates demobilization needs throughout the incident.
- Assists in development and approval of Incident Demobilization Plan.
- Ensures that performance ratings are completed as required by the incident or agency policy.

Position Knowledge and/or Requirements

- Interpersonal skill level to communicate, verbally or in writing, with local, and state or the private sector.
- ICS-400, Advanced ICS.
- Recommend e-Stat knowledge.
- Satisfactory performance as TIMI, or COST, or ICF3.

OR

- Completion and Certification of PTB as a Finance Section Chief Type 3 (FSC3) (All Hazards).

GACC Fire Cache Manager, THSP

Position Category: Incident Positions  |  Functional Area: Coordination & Support  |  AD Class: AD-J
Position Code: THSP

Introduction

This position is assigned to a Geographical Area Coordination Center (GACC) as an on-site cache manager and reports directly to the Logistics Operation Branch Chief or equivalent.

Duties

- Manages the allocation of supplies at the Geographic Area level including oversight of all ordering, receiving, shipping, returns and refurbishment of supplies, and directly supports the assigned Geographic Area Interagency partners and all Incident Management Teams assigned to ongoing incidents.
- Provides operational guidance in the area of cache management for the Geographic Area, including individual area caches.
- Has responsibility for the resolution of ordering, receiving, shipping, returns and refurbishment issues at the Geographic Area level.
- Maintains an accurate inventory of supplies assigned to the GACC. Track supplies received and distributed at the GACC.
- Maintains frequent contact with the GACC Dispatch Center in order to coordinate resources in adjacent Geographic Areas. When other Geographic Areas provide cache supplies, the cache manager maintains contact with cache manager from other Geographic Area to coordinate supply levels between the GACCs.
- Provides problem solving recommendations and advice on cache issues to the respective area geographic area coordinators, area coordinators, area command teams, and/or incident management teams within a complex or incident. National as well as geographical area priorities will be considered when making recommendations and providing advice.
- Supervises all personnel working in the Geographic Area cache including Wage Grade and GS personnel.

Position Knowledge and/or Requirements

- Expert knowledge at the professional level of supply cache management and operation, with extensive experience at the incident and GACC level.
Ability to evaluate and project cache inventory issues; develop guidance and provide advice to interagency partners, area coordinators, area command teams, and/or incident management teams including a comprehensive and expert knowledge of ordering, receiving, shipping, returns and refurbishment practice.

**Incident Commander Type 3, ICT3**

**Position Category:** Incident Positions  
**Position Code:** ICT3  
**Functional Area:** Command  
**AD Class:** AD-J

**Introduction**

The Incident Commander's responsibility is the overall management of the incident. On most incidents the command activity is carried out by a single Incident Commander. The Incident Commander is selected by qualifications and experience.

**Duties**

- Assesses the situation and/or obtains a briefing from the prior Incident Commander.
- Determines Incident Objectives and strategy.
- Establishes the immediate priorities.
- Establishes an Incident Command Post.
- Establishes an appropriate organization.
- Ensures planning meetings are scheduled as required.
- Approves and authorizes the implementation of an Incident Action Plan.
- Ensures that adequate safety measures are in place.
- Coordinates activity for all Command and General Staff.
- Coordinates with key people and officials.
- Approves requests for additional resources or for the release of resources.
- Keeps agency administrator informed of incident status.
- Approves the use of teams, volunteers, and auxiliary personnel.
- Authorizes release of information to the news media.
- Orders the demobilization of the incident when appropriate.

**Position Knowledge and/or Requirements**

- Introduction to Wildland Fire Behavior Calculations (S-390)
- Satisfactory performance as an Incident Commander Type 4 and
- Satisfactory performance as a Task Force Leader and
- Satisfactory position performance as an Incident Commander Type 3 on a wildland fire incident OR
- Satisfactory performance as a Strike Team Leader and
- Satisfactory performance in any two single resource boss positions and
- Satisfactory performance as an Incident Commander Type 4 and
- Satisfactory performance as an Incident commander Type 3 on a wildland fire incident

---

**Liaison Officer, LOFR**

**Position Category:** Incident Positions  
**Position Code:** LOFR  
**Functional Area:** Command  
**AD Class:** AD-K

**Introduction**

Incidents that are multi-jurisdictional, or have several agencies involved, may require the establishment of the Liaison Officer position on the Command Staff. The Liaison Officer is the contact for the personnel assigned to the incident by assisting or cooperating agencies. These are personnel other than those on direct tactical assignments or those involved in a Unified Command.

**Duties**

- Be a contact point for Agency Representatives.
- Maintains a list of assisting and cooperating agencies and Agency Representatives.
- Assists in establishing and coordinating interagency contacts.
- Keeps agencies supporting the incident aware of incident status.
- Monitors incident operations to identify current or potential inter organizational problems.
- Participates in planning meetings, providing current resource status, including limitations and capability of assisting agency resources.
- Resolves issues and problems as delegated by the Incident Commander.
- Maintains Unit Log.

**Position Knowledge and/or Requirements**

- Agency certification
Logistics Section Chief Type 3, LSC3

**Position Category:** Incident Positions  
**Functional Area:** Logistics  
**Position Code:** LSC3  
**AD Class:** AD-J

**Duties**
- Provides for the safety and welfare of assigned personnel to the incident.  
- Establishes and maintains positive internal and external interpersonal working relationships.  
- Gathers information necessary to assess incident assignment and determine immediate needs and actions.  
- Attends agency administrator or outgoing IC briefing. Obtains available incident information and incident agency guidelines and policies.  
- Collects information from outgoing Finance/Administration Section Chief, outgoing IC or other personnel responsible for incident prior to arrival.  
- Evaluates and shares with IMT members, pertinent information for the section which may affect IMT at command and general staff meetings.  
- Determines section capabilities and limitations.  
- Participates in preparation and review of IAP.  
- Reviews contracts and agreements to make sure all unit leaders understand them and ascertain their impact on the section.  
- Conducts section meeting with unit leaders and other necessary personnel.  
- Participates in the operational period briefing, emphasizing the needs of the section and noting any changes from the written plan.  
- Supervises or performs the duties of the section.  
- Acts as COR for national (mobile shower and mobile food units) and local contracts.  
- Interacts and coordinates with all command and general staff. Receive and provide current information.  
- Updates IC on current accomplishments and/or problems.

**Position Knowledge and/or Requirements**
- Interpersonal skill level to communicate, verbally or in writing, with local and state politicians, or the private sector.  
- ICS-400, Advanced ICS.  
- Qualified as FACIL or GSUL or SPUL or ICT3.

**OR**  
Completion and Certification of **PTB** as a Logistics Section Chief Type 3 (LSC3) (All Hazard)

Operations Section Chief Type 3, OPS3

**Position Category:** Incident Positions  
**Functional Area:** Operations  
**Position Code:** OPS3  
**AD Class:** AD-J

**Duties**
- Attend briefing from the Agency Administrator or outgoing Incident Commander.  
- Identify kind, type and number of resources required to achieve control objectives.  
- Collect information from outgoing Operations Section Chief, initial Incident Commander or other personnel responsible for incident.  
- Prepare for and participate in strategy meetings.  
- Evaluate and monitor current situation.  
- Observe and review current operations to prepare tactics for operational period planning meetings.  
- Evaluate urban interface needs.  
- Evaluate resource status and tactical needs to determine appropriate resource assignments.  
- Participate in preparation of IAP.  
- Lead operational period briefings.  
- Interact and coordinate with Command and General Staff.  
- Supervise operations organization.  
- Coordinate with replacement Operations Section Chief or others.  
- Evaluate overall effectiveness of IAP and adjust when necessary.  
- Use fire behavior prediction information to plan and organize tactical operations.  
- Update Incident Commander on current accomplishments and/or problems.  
- Report special events (incidents, accidents, political contacts, property loss or damage, etc.).  
- Ensure all personnel and equipment time records are complete and submitted in a timely manner.  
- Consider demobilization needs throughout the incident.  
- Assist in development and approval of Incident Demobilization Plan.  
- Implement Demobilization Plan.  
- Ensure that performance ratings are completed as required by the incident or agency policy.  
- Participate in Agency Administrator debriefing.

**Position Knowledge and/or Requirements**
- ICS-400, Advanced ICS  
- Qualified DVIS or ICT3
Planning Section Chief Type 3, PSC3

Position Category: Incident Positions
Position Code: PSC3

Functional Area: Planning
AI Class: AD-J

Duties

- Collects and identifies current and potential problems/concerns, and processes situation information about the incident.
- Monitors incident status and develops alternative strategies.
- Supervises or accomplishes preparation of the IAP. Obtains elements from other appropriate sections within established time frames, which includes but not limited to Wildland Fire Decision Support System, contingency plans, operation period briefing.
- Incorporate the supporting plans from other sections into the IAP.
- Establishes information requirements, supervises section, and reporting schedules for Planning Section units.
- Determines need for any specialized resources in support of the incident.
- Establish special information collection activities as necessary, e.g. weather, environmental, toxics, etc. Coordinates incident rehabilitation needs, e.g. Burned Area Emergency Rehabilitation Team.
- Provides periodic productions on incident potential. Identifies or reaffirms incident objectives, implements, describes, and utilizes necessary agency policy, legal and fiscal constraints, and political considerations to be used in the planning meeting to review adequacy of strategic plans (WFDSS and IAP).
- Reports any significant changes in status information, providing accurate, adequate and current situation and resource status information with accurate maps.
- Ensures that the Operations Section Chief identifies incident control lines, values to be protected, division boundaries, drop points, and prioritizes divisions in the event the choice must be made in allocating scarce resources, on maps visible to all attendees.
- Coordinates with all sections to assure the plan as proposed can be implemented and supported by available resources and reconcile any differences.
- Oversees preparation and implementation of the Incident Demobilization Plan.
- Ensures all incident reports and narratives are completed, and debriefs Agency Administrator upon completion of Demobilization.

Position Knowledge and/or Requirements

- Interpersonal skill to communicate, verbally and in writing with members of the planning section and other incident section chiefs.
- ICS-300, Advanced ICS.
- Satisfactory performance as a SITL or RESL or ICF on a wildland fire incident.

OR

- Completion and Certification of position Task Book (PTB) as a Planning Section Chief Type 3 (PSC3) (All Hazard)

Public Information Officer, PIOF

Position Category: Incident Positions
Position Code: PIOF

Functional Area: Command
AI Class: AD-I

Introduction

The Public Information Officer (PIOF) is responsible for internal and external communication, and may be assigned to community outreach, media relations, social media, or information center operations. PIOFs are the first-line contact for all levels of media and the public on an incident and may be involved in multiple layers within the Command organization. On a Type 1 or 2 incident, the PIOF works for the lead Public Information Officer. On a Type 3 incident, a PIOF may work directly for the Incident Commander. PIOFs may also work in a Joint Information Center (JIC) with multiple agencies represented.

Major Duties

- Obtain initial briefing from local unit personnel, unit Public Affairs Officer, Incident Commander, or lead Public Information Officer.
- Determine Incident Commander/agency Administrator's expectations regarding local protocols and the dissemination of information.
- Assess the situation, determine short and long term staffing and resource needs, and provide for the safety and welfare of assigned personnel.
- Gather, produce and distribute accurate and timely information as required by established guidelines and ensure understanding by recipient. This includes fact sheets, news releases, web, and social media posts.
- Ensure safety of public by providing timely and accurate information to media and public.
- Meet the needs of the incident through the creation and use of a strategic information strategy that establishes a daily schedule for gathering and disseminating incident information in a timely and accurate manner to identified internal and external audiences.
- Model leadership values and principles.
- Establish and maintain positive interpersonal and interagency working relationships.
- Establish work assignments and performance expectations, monitor performance, and provide feedback.
• Facilitate media relations by providing information and interviews.
• Coordinate with other team functional areas as well as with other information functions, such as Joint Information Centers, other incidents, local unit, and cooperating agencies.
• Communicate effectively by ensuring relevant information is exchanged during briefings and debriefings.
• Assist with effective community relations in coordination with local unit.
• Prepare for events such as community meetings and very important person (VIP) visits.
• Assist in preparing for community meetings. Provide facilitation if IC requests.
• Respond to special situations (incidents within an incident, such as injuries or fatalities).
• Coordinate an efficient transfer of position duties when mobilizing/demobilizing.

Knowledge Required by the Position

• Effective written and verbal communication skills for a variety of audiences
• Effective verbal communication skills, to include speaking in public at internal briefings and community meetings, and speaking one-on-one to public or media.
• Ability to take complex, often jargon-laden messages and make them consumable by the general public.
• Media interview techniques and experience, to include anticipating questions and providing concise, accurate information that is consistent with key messages.
• Fire experience is not required, but does greatly enhance capability.
• Social media skills both in maintaining incident social media presence and monitoring other social media traffic on the incident.
• Use of computer software to write and edit documents, edit visual media, post online, and create informational products.
• Leadership and mentoring skills are important, as the information function becomes more complex with 24/7 information demands and social media.
• Ability to work in dynamic situations, often with large information staffs in an austere environment.
• Flexibility to respond and adapt to changing circumstances throughout the day.

Supervisory Controls

PIO’s need the ability to follow guidance and protocols, while conducting their work in a largely independent manner.
PIO’s need to be able to work effectively as part of a team, with an understanding of how their role plays into the greater incident management team goals and objectives. They may be working for another PIO, for Incident Commander, or for the local unit.

Safety Officer Type 2, SOF2

Position Category: Incident Positions
Position Code: SOF2

Functional Area: Command
AD Class: AD-K

Duties

• Participates in planning meetings
• Prepares and presents safety briefings
• Identifies hazardous situations associated with the incident. Identifies those risks or hazards with the highest potential for serious accident or injury
• Ensures the safety, welfare, and accountability of assigned personnel during the entire duration of the incident (air and ground)
• Reviews the Incident Action Plan for safety implications
• Exercises emergency authority to stop and prevent unsafe acts
• Investigates accidents that have occurred within the incident area.
• Assigns assistants as needed
• Reviews and approves the medical plan
• Interacts and coordinates with all command and general staff
• Develops a safety action plan
• Develops an "incident within an incident" response plan
• Develops ICS Form 215A, Incident Safety Analysis, and planning matrix
• Prepares narrative or special reports
• Requests assistance from health departments when necessary with food and sanitation
• Maintains unit log

Position Knowledge and/or Requirements

• Command and General Staff (S-420)
• Satisfactory performance as a DIVS

Situation Unit Leader, SITL

Position Category: Incident Positions
Position Code: SITL

Functional Area: Planning
AD Class: AD-H

Duties

• Prepares and maintains incident history on maps and narratives.
Integrate data from various sources into meaningful information required by operations personnel. Source could include infrared data, aerial photographs, GIS, GPS, verbal reports from Field Observers, etc.

- Manage infrared technological services.
- Orders infrared services using established procedures.
- Presents infrared data to the operations section in a usable format.
- Obtains briefing from Planning Section Chief.
- Organizes and supervises subordinates and work area.
- Establishes and maintains positive interpersonal and interagency working relationships.
- Provides for the safety and welfare of assigned personnel.
- Obtains maps and gather operational information.
- Establishes operational procedures with personnel, technical specialists, and operational personnel.
- Preparers and maintains incident maps and displays.
- Compiles information for planning meetings and IAP.
- Attends planning meetings.
- Prepares ICS Form 209, Incident Statue Summary.
- Provides documentation of situation unit activities.
- Maintains unit log ICS 214.
- Confirms demobilization instructions with supervisor.

**Position Knowledge and/or Requirements**

- Qualified in one Strike Team Leader position
- Qualified in two Single Resource Boss positions (one must be CRWB or ENGB) and ICT4
- S-346, Situation Unit Leader

In addition to staff provided to the Spokane County EOC, SVFD provided the use of a De-con trailer. SVFD delivered, set-up and operated the De-con trailer.
**ATTACHMENT “B”**  
**FFATA FORM**

**Subrecipient Agency:** Spokane Valley Fire Department

**Grant and Year:**

<table>
<thead>
<tr>
<th>Completed by:</th>
<th>Agreement Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Golden</td>
<td>509-892-4174</td>
</tr>
</tbody>
</table>

**Date Completed:** 11/9/2020

**STEP 1**

Is your grant agreement less than $25,000?  

| YES | STOP, no further analysis needed, GO to Step 6 | NO | GO to Step 2 |

**STEP 2**

In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?  

| YES | GO to STEP 3 | NO | STOP, no further analysis needed, GO to Step 6 |

**STEP 3**

In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?  

| YES | GO to STEP 4 | NO | STOP, no further analysis needed, GO to Step 6 |

**STEP 4**

Does the public have access to information about the total compensation* of senior executives in your organization?  

| YES | STOP, no further analysis needed, GO to step 6 | NO | GO to STEP 5 |

**STEP 5**

<table>
<thead>
<tr>
<th>Executive #1</th>
<th>Name:</th>
<th>Total Compensation amount: $</th>
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<tbody>
<tr>
<td>Executive #2</td>
<td>Name:</td>
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<tr>
<td>Executive #3</td>
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<td>Executive #4</td>
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</tr>
<tr>
<td>Executive #5</td>
<td>Name:</td>
<td>Total Compensation amount: $</td>
</tr>
</tbody>
</table>

**STEP 6**

If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: For Example: "Our organization received less than $25,000."

**Signature:** Angela Golden  
**Date:** 11/9/2020

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

Additional Resources:
- [http://www.whitehouse.gov/omb/open](http://www.whitehouse.gov/omb/open)
- [http://www.grants.gov](http://www.grants.gov)
ATTACHMENT “C”
2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

Contact Information

Subrecipient Name: Spokane Valley Fire Department
Authorized Chief Financial Officer: Angela Golden
Address: 2120 N. Wilbur Rd, Spokane Valley, WA 99206
Email: goldena@spokanevalleyfire.com Phone #: 509-892-4174

Purpose: As an entity receiving federal grant funds, SPOKANE COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending $750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is NOT subject to these requirements, you must complete Section A of this form. If your entity is subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

☐ We did not expend $750,000 or more of total federal awards during the fiscal year.
☐ We are a for-profit agency.
☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for Fiscal Year ending [enter date].

There were no findings related to federal awards from SPOKANE COUNTY. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:

http://www:

☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for Fiscal Year ending [enter date].

There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:

http://www:

☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for Fiscal Year ending [enter date]. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number:

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY until the Interlocal Agreement is closed.

Signature of Authorized Financial Officer: [Angela Golden] Date: 11/9/2020

Print Name & Title: Angela Golden, Finance Director
EXHIBIT “D”

CERTIFICATION FORM -Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient’s Name: Spokane valley Fire Department
Address: 2120 N. Wilbur Rd, Spokane Valley, WA 99206

Is agency: □ Direct or □ Sub recipient of Federal funding? □ Yes □ No

DUNS Number: 801668880 Vendor Number (only if direct recipient)

Law Enforcement Agency? □ Yes □ No

Name and Title of Contact Person: Angela Golden, Finance Director
Telephone Number: 509-892-4174 E-Mail Address: goldena@spokanevalleyfire.com

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

□ Less than fifty employees. □ Indian Tribe □ Medical Institution.
□ Nonprofit Organization □ Educational Institution □ Receiving a single award(s) less than $25,000.

I, ________________________________________ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.1. Further certify that _________ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Print or Type Name and Title: ____________________________ Signature: ____________________________ Date: ____________________________

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

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

I, Angela Golden [responsible official], certify that Spokane Valley Fire Department

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

[organization].
Spokane Valley Fire Department

[address]. 2120 N. Wilbur Rd, Spokane Valley, WA 99206

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

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

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

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

Print or Type Name and Title: ____________________________ Signature: ____________________________ Date: ____________________________

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**ATTACHMENT “E”**

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

<table>
<thead>
<tr>
<th>NAME</th>
<th>Spokane Valley Fire Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>2120 N. Wilbur Rd, Spokane Valley, WA 99206</td>
</tr>
<tr>
<td>Doing business as (DBA)</td>
<td></td>
</tr>
<tr>
<td>Applicable Procurement or Solicitation #, if any:</td>
<td>WA Uniform Business Identifier (UBI):</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This certification is submitted as part of a request to contract.

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

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.
   - If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**Signed by:**

Bidder or Contractor Signature: [Signature]

Print Name and Title: [Name and Title]

Date: 11/9/2020

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