



**Seattle**

Police Department

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April 26<sup>th</sup>, 2022

Council President Debora Juarez, Chair  
Governance, Native Communities, and Tribal Government Committee  
Seattle City Council  
City Hall  
600 Fourth Ave, 2<sup>nd</sup> Floor  
Seattle, WA 98104

Dear President Juarez and Seattle City Council Members:

In response to Statement of Legislative Intent SPD-002-A-001, the Seattle Police Department (SPD) is required to submit a report on the department's collection, reporting and management of data associated with MMIWG cases.

The 2020 Adopted Budget included funding and position authority for 1.0 FTE Strategic Advisor position to work with data systems that record interactions with MMIWG cases. This position, as the dedicated point of contact and research manager for the Missing and Murdered Indigenous People (MMIP) program, was filled on December 28<sup>th</sup>, 2020, and the employee is now fully operational, having cleared the probationary period. This employee is an Associate Research Scientist and Assistant Data Governance Manager assigned to the SPD Performance Analytics & Research (PAR) team.

In 2020 the City of Seattle entered into Agreement #20-02164 with the Seattle Indian Health Board (SIHB), formally initiating the MMIP program and establishing a Scope of Work and mutual goals (see attached). Based on the SOW, the first year (2021) focused on SME engagement, discovery phase consultation, 5-year plan consultation, and data collection and data sharing recommendations.

In Quarters 1 and 2, SPD and SIHB, including its research division, Urban Indian Health Institute (UIHI), focused on building and fostering a collaborative partnership. In Quarter 4, SIHB started developing recommendations that included best practices for collecting, analyzing, and sharing MMIWG data. The recommendations, in addition to Resolution 31900, will inform the 5-Year Plan. With this strengthened collaboration, the teams met most of the goals established for the first year of SPD's MMIP Program. In Year 2, several projects will continue to be worked on as outlined by the 5-Year Plan.

Through this partnership, SPD hopes to create a model for collaboration between law enforcement agencies and Indigenous organizations to address the MMIWG crisis.

Sincerely,

A handwritten signature in blue ink, appearing to read "ADZ".

Adrian Z. Diaz  
Chief of Police  
Seattle Police Department

## City of Seattle

Seattle Police Department

### CONSULTANT ROSTER AGREEMENT

Title: Missing and Murdered Indigenous People Supportive Services

**AGREEMENT NUMBER: 20-02164**

This Agreement is made and entered into by and between the City of Seattle (“the City”), a Washington municipal corporation, through its Police Department (“SPD”), as represented by the Chief of Police, Adrian Diaz; and The Seattle Indian Health Board, 611 12<sup>th</sup> Ave S, Seattle, WA 98144-2007 (“Consultant”), a nonprofit of the State of and authorized to do business in the State of Washington.

#### Recitals:

WHEREAS, due to this history, in addition to systemic oppression and institutional racism, Indigenous people in the United States are subject to disproportionately high rates of structural violence, homelessness, poverty, income inequality, death, and poor health and education outcomes, associated with barriers to access to employment, education, housing, health and mental health treatment, social services, and criminal justice; and

WHEREAS, principles of government-to-government policy consultation set forth in the United States Constitution were re-affirmed in a historic 1994 Memorandum by United States President Bill Clinton, who called upon all heads of departments to administer activities affecting Native Communities “in a knowledgeable, sensitive manner respectful of tribal sovereignty”, and with “[consultation] of Tribal governments prior to taking actions ... all such consultations are to be open and candid so that all interested parties may evaluate for themselves the potential impact of relevant proposals”; and

WHEREAS, the problem of missing and murdered indigenous people represents a critical opportunity to improve service to native and indigenous communities, and the criminal justice system, as a whole; and

WHEREAS, in Resolution 31538, The City of Seattle acknowledged its responsibility to oppose systematic racism perpetuating disproportionately adverse outcomes for Indigenous people; NOW, THEREFORE,

*The purpose of this contract is to fund ongoing consultative support services to the SPD, regarding the problem of missing and murdered indigenous people; and*

*The Consultant was selected through from the consultant roster; and*

*In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

#### **1. TERM OF AGREEMENT.**

The term of this Agreement begins when fully executed by all parties, and ends on December 31<sup>st</sup>, 2024 at 11:59 PM (PST), unless amended by written agreement or terminated earlier under the termination provisions.

#### **2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established

under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

**3. SCOPE OF WORK.**

The Scope of Work (SOW) for this contract shall be incorporated as an attachment and shall cover, at minimum, one calendar year into the future. The SOW attachment shall be negotiated by the parties during the 4<sup>th</sup> quarter (“Q4”) of the current year of the contract and shall be incorporated upon receipt of signatures by the parties, no later than 31 December, of that year at 11:59 PM (PST), unless amended by written agreement or terminated earlier under the termination provisions. This requirement may be extended by written request received before 31 December at 11:59 PM (PST) of the current year (the year preceding the extended SOW).

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

**4. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

**5. PAYMENT.**

Payment shall be made upon receipt and acceptance of deliverables, as outlined in the SOW. Total compensation under this Agreement shall not exceed \$437,500 (\$87,500 per year) unless modified by a written amendment to this Agreement. The parties agree that the annual rate includes all direct, indirect, and fixed fees for the project. Funding under this contract is dependent on a Proviso as directed by the Seattle City Council.

**5.1 PAYMENT PROCEDURES.**

The Consultant may submit an invoice to the City for the full PAYMENT amount upon completion of all Work. Invoices requesting payment for partial completion of Work will not be approved. Payment shall be made by the City to the Consultant upon the City’s receipt of a properly prepared invoice containing the information listed below:

**Deliver all invoices and invoice/billing notices under this Agreement to:**

<b>If to the City:</b>	<b>If to the Consultant:</b>
Loren T. Atherley loren.atherley@seattle.gov Seattle Police Department PO Box 34986 Seattle WA 98124- 4986	Andrew Guillen Seattle Indian Health Board AndrewG@sihb.org 206-324-9360 Ext. 4073 611 12 <sup>th</sup> Ave S., Seattle, WA 98144

**See attached checklist for further instructions.**

**Invoices must clearly display the following** (sub-consultants' invoices must also include this information):

- Invoice Date and Invoice Number
- City Project Manager Name: Loren Atherley (Please do not put PM's name in the address)
- Department Contract No. 20-02164
- Contract Title: Missing and Murdered Indigenous People Supportive Services
- Period covered by the invoice
- Task # and title
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per task
- Itemization of direct, non-salary costs (per task, if so allocated)
- The following Sub-Consultant payment information will be provided (attach Sub- Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per task and for the total project

## 5.2 REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for approved direct expenses shall include an itemized listing of charges supported by copies of original bills, invoices, expense accounts, subconsultant invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Pre-approved Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts may be required as documentation.* The invoice shall state, "The meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the [Federal Internal Revenue Service Standard Business Mileage Rate](#) in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. For in-house expenses, the Consultant will provide backup documentation. Examples of these types of costs include copies and fees for rentals of specialized equipment such as surveying equipment, noise monitoring equipment and diving equipment. Any rental fees for equipment owned by the Consultant must have a standard backup rental rate sheet that applies to the Consultant's use of the equipment for clients.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred. Copies of all Subconsultant invoices that are rebilled to the City are required.

### 5.3 PROMPT PAY.

#### Definitions

- A. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
- B. A payment is considered made on the day it is mailed or is available.
- C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

#### Prompt Payment to Consultant

- A. **Timely Payment:** Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Consultant within thirty (30) calendar days of receipt of the invoice.
- B. **Disputed Items:** The City may withhold payment for disputed items. The City will promptly notify the Consultant in writing, outlining the disputed items, the amount withheld and actions the Consultant must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Consultant may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. **Legal Fees:** In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

#### Prompt Payment to Subconsultants

- A. **Cut-Off Date:** Except as provided otherwise herein, payment for an invoice will be made to a subconsultant within thirty (30) calendar days of receipt by the Consultant. The Consultant may establish a monthly cut-off date of (*to be established by Prime*) that subconsultants must submit an invoice in order to assure 30-day payment.
- B. **Disputed Items:** The Consultant may withhold payment for disputed items. The Consultant will promptly notify the subconsultant in writing, outlining disputed items, the amount withheld and actions the subconsultant must take to resolve the disputed item(s). Such withheld amounts are limited only to items in dispute. The subconsultant can request partial payment for the approved amounts, or that the Consultant delay their entire payment until a revised invoice is submitted to and accepted by the Consultant. The Consultant shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. **Flow-Down Clauses:** The Consultant shall require this provision in each subcontract of any tier.

**5.4 SUBCONSULTANT PAYMENTS REPORTING REQUIREMENTS.**

The Consultant shall report payments made to each Subconsultant through B2GNow at: <https://seattleconsulting.diversitycompliance.com/>

- i. The Consultant shall report the first Subconsultant payment report no later than the 15th of the first month following issuance of the first payment made by the City to the Consultant, unless otherwise specified by the department.
- ii. Subsequent monthly Subconsultant payment reports shall be submitted by the 15th day of every month thereafter.
- iii. The last Subconsultant payment report shall be marked as “Final” in B2GNow and shall be submitted no later than 30 Days after the expiration of the Agreement.
- iv. The Consultant shall require each Subconsultant to verify each payment through B2GNow.
- v. The Consultant is responsible for ensuring that all Subconsultants working on the contract (WMBE and Non-WMBE) entered in the B2GNow System for payment reporting purposes.
- vi. The Consultant shall require each Subconsultant to register on the City’s Online Business Directory prior to completing the first online report. <https://web6.seattle.gov/FAS/OBD/Logon/Logon.aspx>.
- vii. The Consultant shall also require its Subconsultants to report payments made to any lower tier Subconsultants, if any, in the same manner as specified herein.
- viii. The City reserves the right to withhold payments from the Consultant for non-compliance with this section.

The Consultant may contact Jonathan Lucas, or the City Purchasing and Contracting Services (CPCS), City of Seattle, Department of Finance and Administrative Services at (206) 684-0444 for technical assistance in submitting the required reports.

**6. TAXES, FEES AND LICENSES.**

- A. The Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Consultant’s sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, the Consultant shall pay and maintain in current status all taxes necessary for performance. The Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

**7. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices and deliverable materials under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
Loren T. Atherley loren.atherley@seattle.gov Seattle Police Department PO Box 34986 Seattle WA 98124- 4986	Adrian Dominguez Seattle Indian Health Board AdrianD@uihi.org 611 12 <sup>th</sup> Ave S., Seattle, WA 98144

**8. EQUAL BENEFITS.**

This provision applies to all contracts valued at \$54,000 or above, including amendments. The Consultant shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Consultant to provide the same or equivalent benefits (“equal benefits”) to domestic partners of employees as the Consultant provides to spouses of employees. At the City’s request, the Consultant shall provide information and verification of the Consultant’s compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

**9. SOCIAL EQUITY REQUIREMENTS.**

- A. Non-discrimination: The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
- B. WMBE Inclusion: The Consultant shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. A WMBE is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory. Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.
- C. Paid Sick Time and Safe Time Ordinance: The Consultant shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-684-4500.
- D. Other Labor Standards Requirements: The Consultant shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
- E. Personnel Conduct: Consultant will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Consultant's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Consultant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.

**10. PROTECTION OF PROPERTY**

Consultant is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Consultant releases and agrees to hold the City harmless from liability for losses or damages or any kind sustained by Consultant in performing the services required hereunder.

**11. INDEMNIFICATION.**

Consultant shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Consultant, its officers, employees, agents or subconsultants;
- the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or subconsultants;

- the negligent performance or non-performance of the contract by the Consultant; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

#### **12. INSURANCE.**

Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

#### **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in funding of the Work, to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington or other reasonable locations that the Agency selects. The Consultant shall permit the Agency to copy books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity may perform work under this Agreement.

#### **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.



**16. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. The Consultant shall ensure that all subconsultants comply with all obligations and requirements applicable to the subcontracted work. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment, or subcontract.

**17. CITY ETHICS CODE (SMC 4.16.010 TO .105).**

- A. The Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. The Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two years.
- C. The Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Consultant shall advise their Consultant Workers.
- D. The Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
- E. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please contact Polly Grow at [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov) for more information about the measure, or call the Ethics Director with questions at 206-615-1248.

**18. NO CONFLICT OF INTEREST.**

The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

**19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

**20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant

grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.
- D. Wherever the Consultant and the City collaborate to publish a document, manuscript, or presentation (“the product”), the parties shall have the right to attribution and / or branding, as well as the right to withdraw attribution and / or branding. The parties shall have 30 days to review the product and request changes to attribution and / or branding within that period of time. All requests should be submitted, in writing, to the designated contact for Notices and Deliverable Materials, as outlined in Section 8 of this agreement.

## **21. NON-DISCLOSURE OF CONFIDENTIAL DATA AND OR MATERIALS**

The City of Seattle and the SPD, by extension, is “open by preference” as directed by Executive Order 2016.01. Whenever possible, data provided in support of this agreement and the problem of Missing and Murdered Indigenous People, shall be public.

This agreement authorizes the sharing of data and or materials related to the problem of Missing and Murdered Indigenous People, for the expressed purpose of quantitative, qualitative and or mixed-methods analysis or research. These data and or materials may include elements that would not otherwise be released, proactively, to the public, as they may constitute a risk to the privacy of the subjects or operational / investigative security of an ongoing and active investigation of the events represented therein. This agreement does not authorize the sharing of Criminal Justice Information (CJI) (see 28 CFR 20) or Criminal History Record Information (CHRI) (see RCW 10.97).

The Contractor, their agents and employees, agrees to protect all data and / or materials identified by the SPD as confidential, and not disclose these data, except as required under section 23, below. Confidential data will be expressly identified by the SPD and may include but is not limited to bulk data representing police reports or compiled, meaning more than one, images of police reports in their native form. The Contractor will take reasonable precautions against unauthorized access, release or theft of these data and or materials (i.e. protect). Reasonable precautions may include physical security (e.g. locks, lockboxes, safes, vaults, etc.), as well as digital security (e.g. encryption, password protection, audit logging) but is not prescribed by this agreement.

Violation of the terms of this section may result in the termination of this agreement (see section 25. TERMINATION). All data and or materials provided to the Contractor must be destroyed or returned to the SPD upon termination. Protection, destruction and or disposal of confidential data and or materials is subject to audit under section 14 of this agreement.

## **22. PROPRIETARY AND CONFIDENTIAL INFORMATION.**

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

### **23. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

### **24. TERMINATION.**

- A. For Cause: The City may terminate this Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of the Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.

- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: if termination occurs and is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.

**25. CONSULTANT PERFORMANCE EVALUATION.**

The Consultant's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed <http://www.seattle.gov/contracting/docs/ccPE.doc>.

**26. DEBARMENT.**

Federal Debarment: The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification of subconsultant debarment status within the Consultant records.

City of Seattle Debarment: Under SMC Chapter 20.70, the Director of City Purchasing and Contracting Services (CPCS), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent a Consultant from contracting or subcontracting with the City for up to five years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

The CPCS Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

**27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Background Checks and Immigrant Status: The City may require background checks for some or all of the employees that may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into

the contract and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

- C. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

- D. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- E. Americans with Disabilities Act (ADA): RESERVED
- F. Federal, State, and Local Compliance: The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- G. Violations of Law: Any violation of the requirements in Section 28.F shall be a material breach of contract for which the Consultant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law. In the event Consultant is in violation of Section 28.F, Consultant may also be subject to debarment from City contracting activities in accordance with Section 27.
- H. Venue: This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
- I. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- J. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- K. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- L. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- M. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Consultants Proposal, and Consultants WMBE

Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Consultant’s Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- N. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- O. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**SEATTLE INDIAN HEALTH BOARD**

**SEATTLE POLICE DEPARTMENT**

DocuSigned by:  
  
 By \_\_\_\_\_ 1/11/2021  
5DE6D19E2E714E9...  
 Signature Date

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

Esther Lucero  
 \_\_\_\_\_  
 Type or Print Name

Mark Baird  
 Chief Operating Officer

CEO  
 \_\_\_\_\_  
 Title

600440936  
**City of Seattle Business License Number:** \_\_\_\_\_ 600440936  
**Washington State Unified Business Identifier Number (UBI):** \_\_\_\_\_

- Attachments:**
- Exhibit A - Scope of Work

Exhibit A.1  
Scope of Work – Year 1 (2020)

This Scope of Works (SOW) (“the Work”) pertains to the calendar year 2020 and is incorporated as an attachment to the Missing and Murdered Indigenous People Support Services Contract as provided under section 3 “SCOPE OF WORK” and in accordance with 28.A “Amendments”.

The SOW for the following year will be complete and incorporated prior to the beginning of the calendar year. This requirement may be extended by written request received before 31 December at 11:59 PM (PST) of the current year (the year preceding the extended SOW).

## 1. DELIVERABLES

### A. Contractor Roles and Responsibilities

Abigail Echo-Hawk, Chief Research Officer and Director of the Urban Indian Health Institute: Technical assistance and strategic advisor for all activities in the scope of work.

Adrian Dominguez, Director of Informatics and Epidemiology: Deliverables point of contact and primary point of contact for all activities in the scope of work.

Andrew Guillen, Director of Grants and Contracts: Consultant contract point of contact for invoicing/billing notices.

### B. 2021 Workplan

A workplan, identifying products to be delivered, deliverable dates and responsibilities (contractor and SPD).

Deliverable	Deliverable Date	Responsibilities	
		Contractor	SPD
<b>SME Engagement:</b> Session Schedule	Q2 2021	Proposed dates, meeting locations (virtual and physical), participants and agenda	
<b>Discovery Phase Consultation:</b> Provide consultation on the assessment of SPD datasets, data systems, data collection, and data analysis and reporting processes that will improve the documentation of violence against	Q2 2021	Draft an initial set of recommendations that will be used to improve on the current data processes and infrastructures	Documented assessment of internal datasets, data systems, and data collection and reporting processes that document violence against American Indian and Alaska Native people

Exhibit A.1  
Scope of Work – Year 1 (2020)

American Indian and Alaska Native people			
<b>5 Year Plan Consultation:</b> Provide consultation on the development of the SPD 5 Year Plan that will include recommendations from Discovery Phase conducted in year 1	Q4 2021	Provide recommendations on the development of SPD 5 Year Plan  Final review of the SPD 5 Year Plan	5 Year Plan
<b>Data Collection and Data Sharing Recommendations:</b> Provide culturally attuned recommendations on unique variables and methods of analysis for American Indian and Alaska Native data and provide recommendations on sharing MMIP data	Q4 2021	Provide recommendations on data collection and data sharing of American Indian and Alaska Native data	



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