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# CONTRACTS & AGREEMENTS
## ECM INDEX DATA

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File Location

WA ST DEPT OF COMMERCE
Vendor Name

WA ST DEPT OF COMMERCE
6/30/2012

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**Description:** MULTI JURISDICTIONAL GANG DRUG TASK FORCE PROGRAM
PO 1110350-000 GRANT FUNDING

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Sep 02, 2011 FSU: M JDE: M SI: M ECM: M

# Department of Commerce

**Innovation is in our nature.**

CR# 47870 DATE 8-2-11 LOC INTRLOC-00
ORL 6014 PO 1110350

**Interagency Agreement with**

City of Bellevue Police Department

through

Community Services and Housing Division
Public Safety Unit

Edward Byrne Memorial Justice Assistance Grant
Multi-Jurisdictional Gang-Drug Task Force Program

**For**

Local jurisdictions to collaboratively investigate and disrupt criminal organizations through formally structured multi-jurisdictional task forces, with a primary focus on criminal gun, gang, and drug organizations

**Start date:** July 1, 2011

Face Sheet ..... 1

Special Terms and Conditions ..... 2

1. Acknowledgement of Federal Funding ..... 2
2. Agreement Management ..... 2
3. Compensation ..... 2
4. Billing Procedures and Payment ..... 2
5. Insurance ..... 3
6. Limited English Proficiency ..... 4
7. Federal Non-Discrimination Requirements ..... 5
8. Notification of Findings of Discrimination or Non-Compliance ..... 5
9. Equal Opportunity Employment Program (EEOP) ..... 5
10. Order of Precedence ..... 6

General Terms and Conditions ..... 7

1. Definitions ..... 7
2. All Writings Contained Herein ..... 7
3. Amendments ..... 7
4. Assignment ..... 7
5. Audit ..... 7
6. Certification Regarding Debarment, Suspension or Ineligibility or Ineligibility and Voluntary Exclusion ..... 8
7. Confidentiality/Safeguarding of Information ..... 9
8. Copyright Provisions ..... 10
9. Disputes ..... 10
10. Ethics/Conflicts of Interest ..... 11
11. Governing Law and Venue ..... 11
12. Indemnification ..... 11
13. Independent Capacity of the Contractor ..... 11
14. Laws ..... 12
15. Noncompliance With Nondiscrimination Laws ..... 13
16. Political Activities ..... 14
17. Procurement Standards for Federally Funded Programs ..... 14
18. Recapture ..... 15
19. Records Maintenance ..... 15
20. Savings ..... 15
21. Severability ..... 15
22. Subcontracting ..... 15
23. Survival ..... 16
24. Termination for Cause/Suspension ..... 16
25. Termination for Convenience ..... 16
26. Termination Procedures ..... 16
27. Waiver ..... 17

Attachment A, Statement of Work ..... 19

Attachment B, Budget ..... 21

# FACE SHEET

**AGREEMENT NUMBER: M11-34021-003**

**Washington State Department of Commerce**
**Community Services and Housing Division**
**Public Safety Unit**
**MULTI-JURISDICTIONAL GANG-DRUG TASK FORCE PROGRAM**

RECEIVED
AUG 04 2011
PUBLIC SAFETY UNIT

| | |
|---|---|
| **1. Contractor's Name and Address:**<br>Bellevue, City of<br>450 110th Avenue NE<br>Bellevue, WA 98004-5514 | **2. Contractor Doing Business As (Optional)** |
| **3. Contractor Representative**<br>Steve Lynch<br>Task Force Commander<br>425-452-7229<br>425-452-6016<br>slynch@bellevuewa.gov | **4. Commerce Representative**<br>Harvey Queen<br>Program Manager P.O. Box 42525<br>360-725-3034 1011 Plum Street SE<br>360-586-5880 Olympia, WA 98504-2525<br>harvey.queen@commerce.wa.gov |

| 5. Contract Amount | 6. Funding Source | 7. Start Date | 8. End Date |
|---|---|---|---|
| $ 171,797.00 | Federal:[X] State:[X] Other:[ ] N/A:[ ] | July 1, 2011 | June 30, 2012 |

| 9. Federal Funds (as applicable) | Federal Agency | CFDA Number |
|---|---|---|
| $ 142,197.00 | Department of Justice | 16.738 |

**10. Contract Purpose**
To provide local and tribal governments with U.S. Department of Justice, Bureau of Justice Assistance funds to interdict gang and drugs through the multi-jurisdictional efforts of law enforcement and prosecution.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above in Block 1, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Statement of Work, Attachment "B" – Budget, Grantee's Application for funding under this program, and the Grantee's Certifications and Assurances required by COMMERCE as pre-requisites for execution of this Agreement.

| FOR THE CONTRACTOR | FOR THE DEPARTMENT OF COMMERCE |
|---|---|
| Name: | Dan McConnon<br>Assistant Director |
| Title: FISCAL MANAGER | |
| Date: AUG 3, 2011 | Date: 8/11/11 |
| | **APPROVED AS TO FORM ONLY**<br>Sandra Adix<br>Sandra Adix<br>Assistant Attorney General |
| | May 8, 2009<br>Date: |

# SPECIAL TERMS AND CONDITIONS
# INTERAGENCY
# FEDERAL FUNDS

## 1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement:

"This project was supported by funds awarded by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice. Grant funds are administered by the Washington State Department of Commerce, Community Services and Housing Division, Public Safety Unit."

## 2. AGREEMENT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Agreement.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Agreement.

## 3. COMPENSATION

COMMERCE shall pay an amount not to exceed that specified in Block 5 of this Agreement's Face Sheet for the performance of all things necessary for or incidental to the performance of work as set *forth in the Statement of Work. Contractor's compensation for services rendered shall be based on* the following rates or in accordance with the following terms:

## 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay the Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE, not more often than monthly.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Agreement reference number specified on the upper-right corner of each page of this Agreement.

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

COMMERCE may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

## 5. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal, or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy**. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Automobile Liability**. In the event that performance pursuant to this Agreement involves the use of vehicles owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors, and Omissions Insurance**. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts, or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

**A.** The amount of fidelity coverage secured pursuant to this Agreement shall be $100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

**B.** Subcontractors that receive $10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

**C.** The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**SPECIAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

**Additional Provisions:**

Above insurance policy shall include the following provisions:

1. Additional Insured. The state of Washington, COMMERCE, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. Identification. The policy must reference COMMERCE's Agreement number and the State agency name.
3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
4. Excess Coverage. By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect the Contractor, and such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

**Local Government Contractors that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program—With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:
(1) Governmental Accounting Standards Board (GASB), (2) Financial Accounting Standards Board (FASB), and (3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractors shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under the Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**6. LIMITED ENGLISH PROFICENCY**

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients must take reasonable steps to ensure that Persons with Limited English Proficiency have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services, including oral and written translation where necessary. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

**SPECIAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

The Contractor is required to ensure compliance with this requirement by any Subcontractor receiving funding from a grant supported with U.S Department of Justice funds.

7. **FEDERAL NON-DISCRIMINATION REQUIREMENTS**

The Contractor will comply with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (42 U.S.C. § 10604(e));
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- Executive Order 13279 (equal protection of the law for faith-based and community organizations); and
- 28 C.F.R. Part 37 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

The Contractor shall further comply with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

The Contractor is required to ensure compliance with this requirement by any Subcontractor receiving funding from a grant supported with U.S Department of Justice funds.

8. **NOTIFICATION OF FINDINGS OF DISCRIMATION OR NON-COMPLIANCE**

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the Contractor or a Subcontractor receiving grant funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

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

The Contractor is required to ensure compliance with this requirement by any Subcontractor receiving funding from a grant supported with U.S. Department of Justice funds.

9. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

The Contractor will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the Contractor is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR and COMMERCE certifying that it has an

**SPECIAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

EEOP on file which meets the applicable requirements. If the Contractor is awarded a grant of $500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to COMMERCE. Information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

The Contractor is required to ensure compliance with this requirement by any sub-grantee receiving funding from a grant supported with U.S Department of Justice funds.

**10. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations.
2. Special Terms and Conditions.
3. General Terms and Conditions.
4. Attachment A—Statement of Work.
5. Attachment B—Budget.
6. Criminal Justice Grants—Policies and Procedures Guide published by COMMERCE, as amended.

# GENERAL TERMS AND CONDITIONS
# INTERAGENCY
# FEDERAL FUNDS

## 1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

**A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

**B.** "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.

**C.** "COMMERCE" shall mean the Department of Commerce.

**D.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

**E.** "State" shall mean the state of Washington.

**F.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

## 2. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

## 3. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## 4. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

## 5. AUDIT

### A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

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

**GENERAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

**B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations**

Contractors expending $500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When State funds are also to be paid under this Agreement, a Schedule of State Financial Assistance must also be included. Both schedules include:

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

If the Contractor is a State or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by COMMERCE.

**C. Documentation Requirements**

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 48300
*Olympia WA 98504-8300*

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

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

**A.** Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:

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

2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment 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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and

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

**B.** Where the Contractor is unable to certify to any of the statements in this Agreement, the Contractor shall attach an explanation to this Agreement.

**C.** The Contractor agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

**D.** The Contractor further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

a) The lower tier Contractor certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier Contractor is unable to certify to any of the statements in this Agreement, such Contractor shall attach an explanation to this Agreement.

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

## 7. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

3. All Personal Information in the possession of the Contractor 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).

**B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information

solely for the purposes of this Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE 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.

## 8. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 9. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;

- state the Contractor's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## 10. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

## 11. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 12. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the State and all officers, agents and employees of the State, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees, and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, COMMERCE, the state of Washington, its officers, employees, and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, or employees.

## 13. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**GENERAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

## 14. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**United States Laws, Regulations and Circulars (Federal)**

**A. Audits**

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

**B. Labor and Safety Standards**

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

**C. Laws against Discrimination**

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1969, 12 USC 17001u (See 24 CFR 570.607(b)).

**D. Office of Management and Budget Circulars**

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

**E. Other**

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8. Housing Assistance Payments Program.

**F. Privacy**

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

**Washington State Laws and Regulations**

**A.** Affirmative Action, RCW 41.06.020 (11).

**B.** Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264.

**C.** Disclosure—Campaign Finances—Lobbying, Chapter 42.17 RCW.

**D.** Discrimination—Human Rights Commission, Chapter 49.60 RCW.

**E.** Ethics in Public Service, Chapter 42.52 RCW.

**F.** Office of Minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

**G.** Open Public Meetings Act, Chapter 42.30 RCW.

**H.** Public Records Act, Chapter 42.56 RCW.

**I.** State Budgeting, Accounting, and Reporting System, Chapter 43.88 RCW.

## 15. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further Agreements with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**GENERAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

## 16. POLITICAL ACTIVITIES

Political activities of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

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

## 17. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Agreement.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Agreement.

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

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
   a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
   b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
   c. Positive efforts shall be made to use small and minority-owned businesses.
   d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
   e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
   f. Some form of price or cost analysis should be performed in connection with every procurement action.
   g. Procurement records and files for purchases shall include all of the following:
      1) Contractor selection or rejection.
      2) The basis for the cost or price.
      3) Justification for lack of competitive bids if offers are not obtained.
   h. A system for Agreement administration to ensure Contractor conformance with terms, conditions, and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Agreement to enter into a sole source Agreement or an Agreement where only one bid or proposal is received when the value of this Agreement is expected to exceed $5,000.

**GENERAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

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

**18. RECAPTURE**

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

**19. RECORDS MAINTENANCE**

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

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.

**20. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may terminate the Agreement under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**21. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**22. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the state of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**GENERAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

## 23. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

## 24. TERMINATION FOR CAUSE/SUSPENSION

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

In the alternative, COMMERCE upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow COMMERCE to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Contractor did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

## 25. TERMINATION FOR CONVENIENCE

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

## 26. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Contractor shall:

**A.** Stop work under the Agreement on the date, and to the extent specified, in the notice;

**B.** Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;

**C.** Assign to COMMERCE all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of COMMERCE, and

**D.** Preserve and transfer any materials, Agreement deliverables, and/or COMMERCE property in the Contractor's possession as directed by COMMERCE.

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

**GENERAL TERMS AND CONDITIONS**
**INTERAGENCY**
**FEDERAL FUNDS**

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

**27. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## STATEMENT OF WORK

The Contractor will implement the JAG Gang-Drug Task Force Program as specified in the Contractor's SFY 2012 application for Byrne JAG Gang-Drug Task Force Program funding, and in compliance with the Assurances and Certifications made in-conjunction with that application. To reach this goal, COMMERCE provides funding and the Contractor provides the Task Force organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out the contract. The Contractor shall provide the following:

**Outcome 1:** The Regional Task Force continuously meets/exceeds Byrne JAG Gang-Drug Task Force Program Model Personnel staffing as measured by:

- Minimum of four (4) commissioned officers dedicated to the project (full time);
- Support staff (minimum of half-time);
- Prosecutor (such that no case submitted by law enforcement is rejected due to lack of staff);
- Gang Liaison (may be another member of the local Task Force, but must report time for this function separately from any other role this position may be required to perform).
- Analyst (Optional).

**Outcome 2:** Participation—the Task Force shall organize and govern participating partners as measured by:

- Minimum of two (2) from the largest agencies, and one (1) dedicated law enforcement personnel from another local agency in the service area to the task force (Washington State Patrol may substitute for one of the local agencies in rural task forces).

**Outcome 3:** Task Force Mission—The Governance Board shall determine the Task Force Mission and set the priorities for work to be accomplished as measured by:

- A primary focus on cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities.

**Outcome 4:** Commander's Conference (Semi-Annual) Training Attendance—Task Force Governance Boards shall establish policy to assure that key supervisory/management staff achieve JAG grant compliance as measured by:

- Attendance by key personnel as mandatory unless waiver is granted by COMMERCE.

**Outcome 5:** JAG Task Force Peer Review Participation—Task Force Governance Boards shall assure that JAG Grant compliance is achieved as measured by:

- Task Force will agree to an audit of its performance as described in COMMERCE's Byrne JAG Task Force Peer Review Program Guide a minimum of once per biennium, and to participate in a follow-up of the Peer Review within the following year.
- Task Force will participate in support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions.

**Outcome 6:** Peer Review, Grant Compliance Monitoring, and State and Federal Audit Results—Task Force management and staff will review COMMERCE Policy and Procedures, Task Force internal rules and policies, as well as requirements and policies of the Contract fiscal agent to assure JAG Grant compliance as measured by:

- No repeat findings or discrepancies.

- No recommendations requiring a reply by endorsement, or restructuring task force management.
- No findings or discrepancies indicative of failure to maintain sound financial management.
- No finding of non-compliance with grant requirements.

**Outcome 7:** Quarterly Program Performance Activity Report (PAR)—Task Force management will plan for, collect, and report program performance data as measured by:

- Timely submission per published scheduled Due Dates (See COMMERCE Task Force Application Report Schedule).
- Entry of all applicable data as prescribed by the PAR Form User's Guide.

**Outcome 8:** PAR Performance Indicators—Task Force Governance Boards will set measures to assure Task Force success by achievement of the critical performance measures reported in the PAR as measured by a:

- Minimum of 40 percent of Task Force arrests will be for multiple arrests cases.
- Prosecutorial success rate of 80 percent of case results received with outcomes of "guilty," "pled," and/or "verdict" received.
- Forfeiture success rate of 90 percent.
- Minimum of 40 percent of task force cases disrupted/dismantled which consist of five or more individuals where investigations have demonstrated an involvement in the criminal enterprise, and that enterprise shall be called a DTO (Drug Trafficking Organization for drug nexus) or GIO (Gang Involved Organization for gang nexus).

**Outcome 9:** Other requirements as measured by:

- "FIFO" tracking and quarterly reporting of Program Income funds (Forfeitures).
- Timely submission of Contractor's A-19 (Reimbursement Requests/Vouchers) by the 15th of the month following the reported quarter (as per COMMERCE's *Policy and Procedures Guide*).
- Compliance with all policies and procedures included in the current version of the Public Safety Unit's *Criminal Justice Policy and Procedures Guide*.

## BUDGET

The total budget awarded under this Agreement shall be the amount specified in Block 5 of this Agreement's Face Sheet.

The total Federal funds awarded under this Agreement shall be the amount specified in Block 9 of this Agreement's Face Sheet. The CFDA number of the Federal funds is 16.738.

Allocation of funds between categories of expense shall be as specified in the Contractor's application for funding, except that the Contractor may vary from the application's funding plan by shifting up to ten percent (10%) of the total awarded funds between categories of expense. This authority to shift funds is limited by the following: grant funds may not be shifted into zero budgeted categories of expense, and any shifts made may not constitute a significant change to the Statement of Work (Attachment A).

**Program Year : SFY 2012 (July 1, 2011 – June 30, 2012)**

| Funding Source | Original Award | Amendment | Amended Award |
|---|---|---|---|
| FFY'11 Justice Assistance Grant – CFDA# 16.738 | $ 142,197 | | $ 142,197 |
| State General Fund ("TF Backfill" fund) | $ 29,600 | | $ 29,600 |
| **Total Grant Budget** | **$ 171,797** | **0** | **$ 171,797** |

**JAG Budget Detail:**

| CATEGORY | JAG GRANT | LOCAL FUNDS | TOTAL BUDGET |
|---|---|---|---|
| S alaries | 133,890 | 986,956 | 1,120,846 |
| Benefits | 37,367 | 381,915 | 419,282 |
| Contracted Services | 0 | 50,326 | 50,326 |
| Goods & Services | 0 | 59,500 | 59,500 |
| Travel/Training | 0 | 30,000 | 30,000 |
| Equipment | 0 | 73,976 | 73,976 |
| Confidential Funds | 0 | 60,000 | 60,000 |
| Overtime | 540 | 0 | 540 |
| **Totals:** | 171,797 | 1,642,673 | 1,814,470 |

**Budget Conditions:**

Sequence of application of expenditures against grant funds in Year 1 shall be as follows:

1st – State General Fund monies awarded under this Agreement shall be expended at a rate proportionate to federal funds expended. This will be done by the Department .

**Budget Assumption and Notes** (Not binding as an element of this Agreement):

The Justice Assistance Grant funds provided through this Grant are from the normal congressional appropriations for the US Department of Justice, and are not from appropriations made under authority of the American Recovery and Reinvestment Act of 2009.

ORIGINAL

1232-ORD
07/26/11

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6014

AN ORDINANCE authorizing execution of a one year grant agreement with the Washington State Department of Commerce to accept $171,797.00 in grant funding for the Eastside Narcotics Task Force (ENTF); amending the 2011-2012 budget of the Operating, Grants, Donations and Special Reserve Fund in the amount of $171,797.00; and authorizing expenditures of said grant funds.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute a one year grant agreement with the Washington State Department of Commerce to accept $171,797.00 in grant funding for the Eastside Narcotics task Force (ENTF), a copy of which grant agreement has been given Clerk's Receiving No. 47870.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant agreement.

Section 3. At the time of execution of said grant agreement and acceptance of said funds, a project shall be established within the Operating Grants, Donations, and Special Reserves Fund into which all said respective grant monies shall be deposited.

Section 4. The City Manager or his designee shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof including purchase agreements to expend funds as provided in said grant agreement.

Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance are:

| | |
|---|---|
| Washington State Department of Commerce | $171,797.00 |

Section 6. Upon execution of said grant agreement the budget for the Operating Grants, Donations, and Special Reserves Fund shall be amended by appropriating revenues in the amount of the grants and acceptances herein authorized.

1232-ORD
07/26/11

ORIGINAL

| Description | Amount Appropriated |
| --- | --- |
| Operating Grants, Donations, and Special Reserves Fund | $171,797.00 |

Provided, however, if the actual revenue received from the anticipated sources specified in said Grant Award should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this 1st day of August, 2011, and signed in authentication of its passage this 1st day of August, 2011.

(SEAL)

Don Davidson, DDS
Mayor

Approved as to form:

Lori M. Riordan, City Attorney

Siona D. Windsor, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published August 4, 2011

Item No. 8(1)
August 1, 2011

# CITY COUNCIL AGENDA MEMORANDUM

## SUBJECT

Ordinance No. 6014, authorizing execution of a one-year grant agreement with the Washington State Department of Commerce to accept $171,797 in grant funding for the Eastside Narcotics Task Force (ENTF); amending the 2011-2012 budget of the operating, grants, donations and special reserve fund in the amount of $171,797; and authorizing expenditures from said fund.

## FISCAL IMPACT

The grant agreement is for the period July 1, 2011 through June 30, 2012. It will cover approximately 80% of the annual personnel expenses of one Bellevue Police captain and one Bellevue administrative assistant, each of whom is assigned to ENTF and budgeted in the Grants and Donation Fund. The remaining 20% expense will be charged to ENTF's Asset Forfeiture reserve, so there will be no impact on the City's General Fund budget.

In the event that ENTF's reserves are unable to sustain the funding of the two FTE's, the positions in the Grants and Donation Fund will be eliminated. However, ENTF's reserve balance can easily absorb the unfunded personnel costs during this fiscal year. If the grant is ever eliminated permanently, ENTF will have to evaluate its ability to fund these two positions.

There is no matching fund requirement.

## STAFF CONTACTS

Linda Pillo, Chief of Police, 452-4334
Steve Lynch, Captain, 452-7229
Carl Krikorian, Fiscal Manager, 452-6961
***Police Department***

## POLICY CONSIDERATION

Should the City authorize execution of a one-year grant agreement with the Washington State Department of Commerce to accept $171,797 in grant funding for the Eastside Narcotics Task Force?

## BACKGROUND

In 1981 the multi-agency Eastside Narcotics Task Force was formed, consisting of law enforcement officers from eastside cities. Currently, ENTF's membership includes the cities of Bellevue, Kirkland, Mercer Island, and Redmond, the King County Sheriff's Office, the King County Prosecutor's Office, and the Washington State Patrol. At the time the Task Force was being formed, the administrators from each of the involved public safety agencies recognized that in each jurisdiction drug activity was increasing due in part to the lack of independent financial resources and manpower. These administrators believed that a Task Force approach would be a more effective method of addressing the overall drug problems of their communities.

ENTF is responsible for the investigation of illicit narcotics activity within the boundaries of the involved cities and counties and frequently works in contiguous areas of King County that directly affect the sale and distribution of drugs within the Task Force cities. Over the years, the Task Force has been very successful—over $275 million in illicit drugs has been seized since 1992. The total street value of controlled substances seized by the Task Force in 2010 was $30,076,562.

The Bellevue Police Department is the Administering Agency for the Task Force and provides the majority of the personnel, including the commander, supervisor, four detectives, a legal secretary, and the physical work location. However, each Task Force Agency is responsible for its individual costs with respect to their assigned personnel, equipment, vehicles, maintenance and operation and investigative monies.

## EFFECTIVE DATE

If approved by the Council, this Ordinance becomes effective on August 10, 2011.

## OPTIONS

1. Adopt Ordinance No. 6014, authorizing execution of a one-year grant agreement with the Washington State Department of Commerce to accept $171,797 in grant funding for the Eastside Narcotics Task Force; amending the 2011-2012 budget of the operating, grants, donations and special reserve fund in the amount of $171,797; and authorizing expenditures from said fund.

2. Do not adopt the Ordinance and provide alternative direction to staff.

## RECOMMENDATION

Adopt Ordinance No. 6014, authorizing execution of a one-year grant agreement with the Washington State Department of Commerce to accept $171,797 in grant funding for the Eastside Narcotics Task Force; amending the 2011-2012 budget of the operating, grants, donations and special reserve fund in the amount of $171,797; and authorizing expenditures from said fund.

## MOTION

Adopt Ordinance No. 6014, authorizing execution of a one-year grant agreement with the Washington State Department of Commerce to accept $171,797 in grant funding for the Eastside Narcotics Task Force; amending the 2011-2012 budget of the operating, grants, donations and special reserve fund in the amount of $171,797; and authorizing expenditures from said fund.

## ATTACHMENTS

Proposed Ordinance No. 6014

## AVAILABLE IN COUNCIL OFFICE

Copy of Grant Agreement

1232-ORD
07/26/11

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6014

AN ORDINANCE authorizing execution of a one year grant agreement with the Washington State Department of Commerce to accept $171,797.00 in grant funding for the Eastside Narcotics Task Force (ENTF); amending the 2011-2012 budget of the Operating, Grants, Donations and Special Reserve Fund in the amount of $171,797.00; and authorizing expenditures of said grant funds.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute a one year grant agreement with the Washington State Department of Commerce to accept $171,797.00 in grant funding for the Eastside Narcotics task Force (ENTF), a copy of which grant agreement has been given Clerk's Receiving No. _____.

Section 2. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same as authorized in said grant agreement.

Section 3. At the time of execution of said grant agreement and acceptance of said funds, a project shall be established within the Operating Grants, Donations, and Special Reserves Fund into which all said respective grant monies shall be deposited.

Section 4. The City Manager or his designee shall have responsibility for the administration of said grant monies and shall have all authority necessary to enter into agreements regarding the use thereof including purchase agreements to expend funds as provided in said grant agreement.

Section 5. The approximate amount and anticipated source of revenue for the grant proposal and acceptance are:

| | |
|---|---|
| Washington State Department of Commerce | $171,797.00 |

Section 6. Upon execution of said grant agreement the budget for the Operating Grants, Donations, and Special Reserves Fund shall be amended by appropriating revenues in the amount of the grants and acceptances herein authorized.

1232-ORD
07/26/11

| Description | Amount Appropriated |
| --- | --- |
| Operating Grants, Donations, and Special Reserves Fund | $171,797.00 |

Provided, however, if the actual revenue received from the anticipated sources specified in said Grant Award should be more or less than the anticipated amount set forth herein, the appropriation shall be adjusted to be equal to the amount actually received.

Section 7. This ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this _____ day of _____, 2011, and signed in authentication of its passage this _____ day of _____, 2011.

(SEAL)

_____
Don Davidson, DDS
Mayor

Approved as to form:

Lori M. Riordan, City Attorney

_____
Siona D. Windsor, Assistant City Attorney

Attest:

_____
Myrna L. Basich, City Clerk

Published _____

INTRLOC-000

CR #: 47870 Date: 9-2-11 Loc: → PO #: 1110350-000

ORD 6014

City of Bellevue
Finance - Contracting Services
425-452-7876

# Grant Agreement Routing Form

## Current Agreement Information

**Agreement Title:**
2011-2012 ENTF Byrne-JAG Grant

**Agreement Description:**
Provides 75% of funding for ENTF Commander and Legal Secretary

**Agreement Form:**
Vendor Agreement Document

**Agreement Type:** Grant
**Document Type:** Funding Agreement
**Agreement Manager:** Carl Krikorian
**Agreement Amount:** $171,797.00
**Total Aggregate Value:** NaN

## Project Information:

**Project Name:** Byrne-JAG SFY 2012
**Department:** Police

**Project Manager:** Captain Steve Lynch
**Are matching funds required on this project?** No

## Granting Organization Information:

**Funding Agency:** United States Department of Justice
**Administrative Agency:** Washington State Department of Commerce
**Administrative Agency JDE Vendor #:** ~~86795~~ 69257
**Funding Program Name:** Multi-Jurisdictional Gang-Drug Task Force Program

## Agreement Terms:

**Original Effective Date:** 07/01/2011 (actual date) **End Date:** 06/30/2012 (actual date)

## Related Agreement Information:

**Is this a renewal/amendment?** No

## Council Approval:

**Council Award Date:** 8/1/2011 **Ordinance #:** TBD **Resolution #:**

## Route:

| | | In | Out |
|---|---|---|---|
| Contracting Services: | M Schwab | 7/27/11 | 7/27/11 |
| Accounting: | V. Doherty | 8/1/11 | 8/1/11 |
| Information Technology: | Not Required | | |
| Legal: | [illegible] | 7/27/11 | 7/27/11 |
| Insurance Reviewed By: | [illegible] | 7/27/11 | 7/29/11 |
| Department Director: | Carl Krikorian | 8/3/11 | 8/3/11 |
| Contracting Services: | John Li | 9/1/11 | 9/1/11 |
| Return To: | Carl Krikorian | | |
| City Clerk's Office: | M. Toulouse | 9-2-11 | 9-2-11 |

## Document Management Information:

**CIP Plan #:**
**Budget Fund:**
**Funding Source:** Federal - Indirect

**JDE Project Number:**
**Explanation:**

## Budget Information:

There is no budget requirement for this agreement.

| Year | Description | JDE Account Number | Amount |
|---|---|---|---|
| 2011 | Byrne-JAG 2011 | 022640008.514500.2127 | $113,982.00 |
| 2012 | Byrne-JAG 2012 | 022640008.514500.2127 | $57,815.00 |

## Additional Comments: