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Description: GRANT FUNDING AGREEMENT - BELLEVUE NARCOTICS TRAVEL AND TRAINING GRANT PO 1410165-000

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12/31/2099
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1410165.000

CR# 51484 DATE 7-9-14 LOC INTRLOC-00

Interagency Agreement

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program
FY 2013 Local Solicitation

Executed by
City of Seattle
Department Authorized Representative: Diane Pilon
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986

and

City of Bellevue, hereinafter referred to as "Recipient"
Grant Manager: Carl Krikorian
450 110th Ave NE
Bellevue, WA 98004

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF BELLEVUE

Carl Krikorian, Fiscal Manager

CITY OF SEATTLE

For Harry Bailey, Interim Chief of Police

Date: 6-30-2014

Approved as to form:
By:
Assistant City Attorney

Authorized by:
Grant Program: *Edward Byrne Memorial Justice Assistance Grant (JAG) Program*

WHEREAS, the Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program supports all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the United States Congress authorized $635,618 in the Justice Assistance Grant (JAG) Program for jurisdictions in King County; and

WHEREAS, 10 jurisdictions in King County were required to apply for a JAG Program award with a single, joint application; and

WHEREAS, the City, as the identified Fiscal Agent, submitted the joint application to the Bureau of Justice Assistance on July 9, 2013 to request JAG Program funds; and

WHEREAS, based on the City's successful application, the Bureau of Justice Assistance has awarded $635,618 to the City from these JAG Program funds; and

WHEREAS, pursuant to the terms of the grant whereby the City, as the identified Fiscal Agent for this award, is to distribute grant funds to co-applicants, the City intends to transfer some of the JAG funds it receives to those co-applicants; and

WHEREAS, the City is not obligated to continue or maintain grant funding levels for the JAG Program once grant funds have lapsed; and

WHEREAS, recipients of JAG funds from the City should not anticipate the City will assume responsibility for any program costs funded by JAG once JAG funds are spent;

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains six Articles:

ARTICLE I: TERM OF AGREEMENT:
The term of this Interagency Agreement shall be in effect until September 30, 2016 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II: DESCRIPTION OF SERVICES
The services to be performed under this Agreement shall be conducted for the stated purposes of the Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a.) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to

individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

ARTICLE III: SPECIAL CONDITIONS

- Funds are provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance solely for the purpose of furthering the stated objectives of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Recipient shall use the funds to perform tasks as described in the Scope of Work portion of this Agreement.

- The Recipient acknowledges that because this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Recipient agrees that it will not hold the Seattle Police Department, the City of Seattle, or the Department of Justice liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to the distribution and availability of federal funds.

- The Recipient shall comply with all conditions and limitations set forth in the FY 2013 Justice Assistance Grant Program Award # 2013-DJ-BX-0715.

  The FY 2013 Justice Assistance Grant Program Award Report #: 2013-DJ-BX-0715 is attached to and made part of this agreement, as **Attachment A.** Allocation and use of grant funding must be in accordance with all special conditions included in the Award Report. All Recipients are assumed to have read, understood, and accepted the Award Report as binding.

- The Recipient acknowledges that all allocations and use of funds under this agreement will be in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation. Allocation and use of grant funding must be coordinated with the goals and objectives included in the Local Solicitation. All Recipients are assumed to have read, understood, and accepted the Local Solicitation as binding.

- Recipient agrees to obtain a valid DUNS profile and create an active registration with the Central Contractor Registration (CCR) database no later than the due date of the Recipient's first quarterly report after a subaward is made.

- The Recipient shall comply with all applicable laws, regulations, and program guidance. A non-exhaustive list of regulations commonly applicable to BJA grants are listed below, including the guidance:
  (E) Administrative Requirements: OMB Circular A-102, State and Local Governments (10/7/94, amended 8/29/07) (44CFR Part 13)

  (F) Cost Principles: OMB Circular A-87, State and Local Governments (5/10/04)

(G) Audit Requirements: OMC Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions in the Federal Register 6/27/03)

(H) The Recipient must comply with the most recent version of the Administrative Requirements, Cost Principals, and Audit Requirements.

8) Non-Federal entities that expend $500,000 or more in one fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and non-Profit Organizations. Non-federal entities that spend less than $500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

9) Recipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Recipient has the responsibility of notifying the Washington State Auditor's Office and requesting an audit.

10) The Recipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-recipients also maintain auditable records.

11) The Recipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report submitted to the Seattle Police Department. The Recipient must respond to requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The City reserves the right to recover from the Recipient all disallowed costs resulting from the audit.

12) If applicable, once any single audit has been completed, the Recipient must send a full copy of the audit to the City and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Recipient must send the audit and the letter no later than nine months after the end of the Recipient's fiscal year(s) to:

Diane Pilon, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986

Seattle, WA 98124-4986
206-386-1996

13) In addition to sending a copy of the audit, the Recipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

14) The Recipient shall include the above audit requirements in any subcontracts.

- The Recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requirements, including, but not limited to, the provision of any information required for assessment or evaluation of activities within this agreement, and for compliance BJA reporting requirements.

- When implementing funded activities, the Recipient must comply with all applicable federal, state, tribal government, and local laws, regulations, and policies. The Recipient is entirely responsible for determining the Recipient's compliance with applicable laws, regulations and policies, which include, but are not limited to:

(B) City of Seattle regulations including, but not limited to:

(3) Equal Benefits Program Rules
(SMC Ch.20.45:http://cityofseattle.net/contract/equalbenefits/)

(4) Women and Minority Owned Affirmative Effort: If a Recipient intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of this Agreement.

c. Outreach 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 other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

d. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

(9) Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all

required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

(10) Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.

(11) Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

(12) Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.

(13) Suspension and Debarment: The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency. By signing and submitting this Agreement, the Recipient is providing the signed certification set out below. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the Recipient rendered an erroneous certification, the Federal Government and City may pursue available remedies, including termination and/or debarment. The Recipient shall provide immediate written notice to the City if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Recipient agrees by signing this Agreement that it shall not enter into any covered transaction with a person or subcontractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

The Recipient shall include the requirement in this section in any subcontracts.

(14) In the event of the Recipient's or subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the City may rescind, cancel, or terminate the Agreement in whole or in part. The Recipient is responsible for any

and all costs or liability arising from the Recipient's failure to comply with applicable law, regulation, or policy.

ARTICLE IV: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in **Attachment B**: Edward Byrne Memorial Justice Assistance (JAG) Grant Formula Program King County Joint Application, Project Narrative and **Attachment C**: JAG Budget Worksheet, as approved by BJA. Attachment B and Attachment C are attached to and made part of this agreement.

The work shall, at all times, be subject to the City's general review and approval. The Recipient shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City or BJA to determine the adequacy of the Work or Recipient's progress.

ARTICLE V: PAYMENT

(C) Compensation

The Recipient shall be reimbursed on an actual cost basis. Total compensation under this Agreement is $14,450.

The Recipient shall incur authorized allowable expenses in accordance with the Program Narrative and Project Budget, as detailed in Attachments B and C.

The Recipient may request additional reimbursement up to the amount of interest accrued on their portion of the grant award. The City will provide quarterly statements to the Recipient, once the interest balance accrued equals at least $1,000. Reimbursements will not be made for interest accrued that is less than $1,000. Reimbursements can be requested, up to the total amount of interest accrued, after the initial quarterly statement has been sent, to perform tasks in accordance with the Program Narrative and Project Budget, as detailed in Exhibits B and C.

The Recipient shall submit invoices not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred. Invoices are due no later than 30 days after the end of the period in which the work was performed.

No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates, which can be found at: http://www.gsa.gov.

(D) Manner of Payment

The Recipient shall submit reimbursement requests not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred.

Requests are due no later than 30 days after the end of the period in which the work was performed. Reimbursement request forms are provided. Substitute forms are acceptable.

With each reimbursement request, the Recipient shall submit:

- Detailed spreadsheet of expenditures by task and related financial documents (timesheets, invoices)
- Project status report
- These documents and invoices must be kept on file by the Recipient and be made available upon request by the City or to state or federal auditors

Reimbursement will not be processed without accompanying documentation for the corresponding time period.

Once the above conditions are met, payment shall be made by the City to the Recipient.

Submit invoicing and documentation to:
Diane Pilon, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-386-9885

ARTICLE VI: AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 8

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of Seattle
600 Fourth Avenue, 7th Avenue P.O. Box 94749
Seattle, WA 98124-4749

4. AWARD NUMBER: 2013-DJ-BX-0715

5. PROJECT PERIOD: FROM 10/01/2012 **TO** 09/30/2016
BUDGET PERIOD: FROM 10/01/2012 **TO** 09/30/2016

6. AWARD DATE 09/27/2013

7. ACTION Initial

1A. GRANTEE IRS/VENDOR NO.
916001330

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY2013 Joint JAG Application

10. AMOUNT OF THIS AWARD $ 635,618

11. TOTAL AWARD $ 635,618

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Mike McGinn
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE Sep 17

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	19	00	00		635618

21. MDJUO0626

OJP FORM 4000/2 (REV. 3-81) PREVIOUS EDITIONS ARE OBSOLETE.

Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATIONSHEET Grant	PAGE 2 OF 8

PROJECT NUMBER 2013-DJ-BX-0715 AWARD DATE 08/23/2013

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

Department of Justice Office of Justice Programs *Bureau of Justice Assistance*	AWARD CONTINUATIONSHEET Grant	PAGE 3 OF 8

PROJECT NUMBER 2013-DJ-BX-0715 AWARD DATE 08/27/2013

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/som.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guiding Principles for Grantees and Subgrantees*, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

N.V.

Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATIONSHEET *Grant*	PAGE 4 OF 8

PROJECT NUMBER 2013-DJ-BX-0715 AWARD DATE 09/30/2013

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award conditions: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATIONSHEET Grant	PAGE 5 OF 8

PROJECT NUMBER 2013-DJ-BX-0715 AWARD DATE 01/31/2013

SPECIAL CONDITIONS

20. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

21. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of this grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

22. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 6 OF 8

PROJECT NUMBER 2013-DJ-BX-0715 AWARD DATE 09/23/2013

SPECIAL CONDITIONS

24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATIONSHEET Grant	PAGE 7 OF 8

PROJECT NUMBER 2013-DJ-BX-0215 AWARD DATE 09/23/2013

SPECIAL CONDITIONS

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through OMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation. .

34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in OMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (OMS) to document changes.

35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfil.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfil.org).

36. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.

37. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at https://www.bja.gov/contactus.aspx. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

39. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

MS

Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 8 OF 8

PROJECT NUMBER 2013-DJ-BX-0115 AWARD DATE 08/23/2013

SPECIAL CONDITIONS

40. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

MM

FY 2013 Edward Byrne Memorial Justice Assistance (JAG) Grant Formula Program Joint Application

Program Narrative

City of Bellevue

Project Name: Bellevue Police Narcotics 2014 Training

Project Cost: $14,450

Project Description: These funds will be used toward funding travel/training for the Bellevue Police Department's Narcotics unit in 2014.

Program Need: The Bellevue Police Department's Narcotics Unit functions under both the "Law enforcement programs" and "Drug treatment *and enforcement* programs" Purpose Areas. The unit is specifically set up to enforce the federal and state laws regarding the illicit sale, use, and distribution of narcotics. As the lead agency for the Eastside Narcotics Task Force (ENTF), the BPD Narcotics Unit works cases with the ultimate goal of disrupting large-scale illegal activities involving narcotics in the whole Eastside region.

Program Activities for 4-Year Grant Period: Several training opportunities are expected to be offered during late 2013 and 2014, including undercover training, surveillance tactics, current national and international trends involving narcotics gangs, current trends for methamphetamine trafficking, pharmacy thefts, etc. These funds will be used for Bellevue Police narcotics detectives to attend both in-state and out-of-state training in these and other topics.

Anticipated Coordination Efforts Involving JAG and Related Justice Funds: These funds will be used to support the operations of the Eastside Narcotics Task Force, of which Bellevue PD is the chief agency. ENTF receives DOJ grant funds through the annual Edward Byrne/JAG grant program, which funds salaries and benefits for the agency's Task Force Commander and for the Legal Secretary.

Project Objectives: The objective is to maintain a fully trained narcotics unit through participating in the most current course offerings. The City of Bellevue Police Department requires each officer to attend a certain amount of training each year, and these funds will help achieve that requirement for the narcotics detectives. With the amount of the JAG award ($14,450), the seven Bellevue narcotics officers have an extremely high likelihood of achieving this outcome.

JAG Project Identifiers:
Drugs
Conferences and Training

Consultants/Contracts

CITY OF AUBURN:

	OT Rate	# of Hours	
Teen Late Night Program Officer Overtime:	$88	17	$1,496
Citizen's Police Academy Officer Overtime:	$88	58	$5,104
Fireworks Emphasis Patrols Officer Overtime:	$88	221	$19,441
		Auburn Total:	**$26,041**

CITY OF BELLEVUE:

Purpose	Location	Item	Computation	Cost
Narcotics Training	TBD	Airfare	7 x $750	$5,250
Narcotics Training	TBD	Registration	7 x $450	$3,150
Narcotics Training	TBD	Hotel	7 x $475	$3,325
Narcotics Training	TBD	Per Diem	7 x 3 x $109	$2,289
Narcotics Training	TBD	Misc Trans	7 x $62.28	$436
			Bellevue Total:	**$14,450**

CITY OF BURIEN:

Purpose	Location	Item	Computation	Cost
Forensic Computer Examiner Training		Registration	$1,500 x 1 officer	$1,600
Travel/Per Diem				$1,600
Other Training				$10,430

Item	Computation	Cost
SSHD, Seagate, 1TB		$170
4 Port USB Switch		$185
Hub Card Reader		$60
CPU Speaker system		$40
HD Docking Station		$60
Baby Hub and Host kit		$75
External HD, 500 Gb	$70 each x2	$140
External HD, 1 Tb	$90 each x2	$180
Headphones		$50
ASUS Monitor		$170
SATA SSD HD, 360 Gb		$330
Forensic Card Reader, DI Ultrablock		$100
Apple 30-pin to USB cable		$30
Lightening to USB cable		$30
8 port 1 Gb switch		$55
Flash Drive, 64 Gb	$35 each x5	$175
Flash Drive, 32 Gb	$25 each x5	$125
Flash Drive, 16 Gb	$15 each x5	$75
Simunitions Armorer Kit		$165
Simunitions Pistol	$580 each x2	$1,160
IPOK kits	$95 each x15	$1,425

Carriers for IPOK kits		$40 each x15	$600
Misc. Related Equipment			$725
Simunitions Ammunition		*1 case*	*$700*
		Burien Total:	**$20,455**

FEDERAL WAY:

Item		Computation		Cost
Ballistic Blanket	4 Each	4 x 2500		$10,000
Pole Camera	1 Each	6,430.00		$6,430
Taser	7 Each	7 x 981		$6,867
Smart Board	1 Each	6,220.65		$6,221
Verizon Wireless		42/Mo	36 months	$1,512
			Federal Way Total:	**$31,030**

CITY OF KENT:

Item	Computation	Cost
Server	$14,235/ea. X 1 server	$14,235
Computer	$3,835/ea. X 1 computer	$3,835
Computer monitors	$1,205/ea. X 4 monitors	$4,820
Misc. parts, components, license	$5,475	$5,475
Day/night cameras	$4,375/ea. X 5 cameras	$21,875
Graffiti removal kits	$534.75/ea. X 4 kits	$2,139
	Kent Total:	**$52,379**

KING COUNTY:

Item	Computation	Cost
YMCA - Alive & Free Outreach Network (WPP)	vendor estimate	$111,000
Washington Dads (JJ 101 Service Provider)	vendor estimate	$40,835
Evaluation Consultant (JJ 101)	vendor estimate	$15,000
Research/Evaluation Consultant (DRAI Evaluation)	vendor estimate	$25,000
	King County Total:	**$191,835**

CITY OF RENTON:

Purpose		Computation	Cost
Domestic Violence Training Conference		Location and number of employees TBD	$1,800
CelleBrite Training		2 @ $1800.00 ea.	$3,600
COBAN Car Cameras / DICVS		2 units @$5,500.00 ea.	$11,000
Office suppplies for Domestic Violence program (pamphlets, brochures, educational materials, other items needed)		$100 per month X 20 months	$2,000
Relocation Hotel rooms and moving expenses	travel expenses	Varied based on victim needs	$4,879
Visa Cards for victim expenses (food/gas/clothes/phone)		$250.00 month for 24 months	$6,000
		Renton Total:	**$29,279**

CITY OF SEATAC:

Item	Computation	Cost
Overtime (Active Shooter Training)	$100 per hour X 93 hours	$9,300
AED - Automated External Defibrillators	3 x 972 (including tax and shipping)	$2,916
Miscellaneous training supplies		$243
	SeaTac Total:	**$12,459**

CITY OF TUKWILA:

Items	Computation	Cost
Honor Guard Uniforms	4 uniforms at $1625/each	$6,500
Refreshments for Citizen's Academy attendees	Refreshments for approximately 25 attendees	$354
Presentation/training materials for Citizen's Academy		$1,500
Citizens Academy Subject Matter Expert(s)	1 SME at $500/each	$500
Firearms Trailer	One Trailer at $8000/each	$8,000
	Tukwila Total:	**$16,854**

CR #: _____ Date: 7-9-14 Loc: INTRLOC PO #: 1410165.000

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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
Edward Byrne Memorial JAG Grant 2013 Local Solicitation

Agreement Description:
Bellevue Narcotics Travel and Training Grant

Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Carl Krikorian
Agreement Amount: $14,450.00
Total Aggregate Value: NaN

Project Information:

Project Name: Eastside Narcotics Task Force Trai
Department: Police
Project Manager: Bill Bryant
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: US Department of Justice
Administrative Agency: Seattle Police Department
Administrative Agency JDE Vendor #:
Funding Program Name: Edward Byrne Memorial Justice Assistance Grant

none GRV GRV service code

Agreement Terms:

Original Effective Date: 10/01/2012 (actual date) **End Date:** 09/30/2016 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: **Ordinance #:** 4968 **Resolution #:**
(delgates signature authority)

Route:

		In	Out
Procurement Services:	A Carlson	4/8/14	4/8/14
Accounting:	J. M Cl	4.8.14	4.8.14
Information Technology:	Not Required		
Legal:	Jerome Roache	4/8/14	4-9-14
Insurance Reviewed By:	[illegible]	4-9-14	4-9-14
Department Director:	Carl Krikorian	4/10/14	4/10/14
Procurement Services:	A Carlson	4/10/14	7/9/14
Return To:	Carl Krikorian		
City Clerk's Office:	M. Toffolo	7-9-14	7-9-14