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CONTRACTS & AGREEMENTS
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WASH ST DEPT OF COMMERCE — Vendor Name

WASH ST DEPT COMMERCE
6/30/2015

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Resolution:
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Description: GRANT AGREEMENT FUNDING FOR EASTSIDE NARCOTICS TASK FORCE (ENTF) PO 1450137-000

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INTERLOCAL AGREEMENTS
12/31/2099
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Jul 23, 2014 FSU: M JDE: M SI: M ECM: M

1450137.000

Department of Commerce

Innovation is in our nature.

CR# _____ DATE 7-23-14 LOC INTRLOC-00

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Interagency Agreement with

Bellevue, City of

through

Justice Assistance Grant
Criminal Justice Section
Office of Crime Victims Advocacy
Community Services and Housing Division

For

Multi-jurisdictional investigation and prosecution of drug and gang organizations operating at levels normally beyond the level of local agencies to adequately pursue

Start date: July 1, 2014

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FACE SHEET

Contract Number: M14-31440-003

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
Multi-Jurisdictional Drug-Gang Task Forces

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1. Contractor	2. Contractor Doing Business As (optional)
City of Bellevue Police Department 450 110th Avenue NE Bellevue, WA 98004-5514	Eastside Narcotics Task Force
3. Contractor Representative	**4. COMMERCE Representative**
Carl Krikorian Finance Manager 425-452-6961 ckrikorian@bellevuewa.gov	William Johnston Program Manager 360-725-3030 Bill.johnston@commerce.wa.gov 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	6. Funding Source	7. Start Date	8. End Date
$149,697	Federal: ☒ State: ☒ Other: ☐ N/A: ☐	July 1, 2014	June 30, 2015

9. Federal Funds (as applicable)	Federal Agency:	CFDA Number
$117,059	United States Department of Justice	16.738

10. Tax ID #	11. SWV #	12. UBI #	13. DUNS #
91-6007020	0000347-16	00-179016746	071842611

14. Contract Purpose

To provide local governments with U.S. Department of Justice, Bureau of Justice Assistance funds for the investigation, disruption, and prosecution of drug and gang organizations operating at levels above the normal capacity of local jurisdictions to pursue.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, Attachment "C" – Activity Reporting, Grantee's Application for Funding under this program as amended, the Grantee's Certifications and Assurances required by COMMERCE as pre-requisites for execution of this Agreement, and 'Criminal Justice Grants - Policies and Procedures Guide' published by COMMERCE, as amended.

FOR CONTRACTOR	FOR COMMERCE
Carl Krikorian, Fiscal Manager	Diane Klontz, Assistant Director
Date: June 20, 2014	Date: 7/15/14
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL

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 Contract, shall contain the following statements:

"This project was supported by a grant awarded by 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 Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce."

2. CONTRACT 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 Contract.

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount 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 Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly, but at least quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed. The invoice shall include the Agreement reference number specified on the upper-right corner of each page of this Agreement. If expenses are invoiced, provide a detailed breakdown by category of expense.

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 Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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.

Withholding Payment

Payment for otherwise allowable costs incurred in October 2014 and subsequent months will be withheld unless and until the registration of the Contractor's Dun & Bradstreet (DUNS) Number in the Central Contract Registry is renewed as evidenced by the System for Award Management.

Payment for otherwise allowable costs incurred in July 2015 and subsequent months will be withheld unless and until a valid Equal Employment Opportunity Plan (EEOP) is on file and COMMERCE has been provided the EEOP's Face Sheet and Signature Page(s), or equivalent documentation. EEOPs are valid for a period of two years following their effective date.

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.

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 Contractor and such coverage and limits shall not limit 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 – The Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. 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.

6. 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.

7. 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.

8. PROGRAM FIDELITY

In the event the Contractor does not maintain agency participation and personnel dedication as described in Appendix A – Scope of Work and Form 5 of their Application for Funding under this program, funding shall be reduced or terminated in accordance with the 'TASK FORCE MODEL COMPLIANCE FUNDING REDUCTIONS' section (Page 2) of the 'Application Package for Regional Justice Assistance Grant Multi-Jurisdictional Drug-Gang Task Forces'.

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations.
- Special Terms and Conditions.
- General Terms and Conditions.
- Attachment A – Statement of Work.
- Attachment B – Budget.
- Attachment C – Activity Report.
- Criminal Justice Grants—Policies and Procedures Guide published by COMMERCE, as amended.

1. DEFINITIONS

As used throughout this Contract, 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. "COMMERCE" shall mean the Department of Commerce.

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

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 Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

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

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

This Contract 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.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

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

7. ATTORNEYS' FEES

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

8. 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 audits 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.

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

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 contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

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) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

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

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

9. 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 that 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 Contract, 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 federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Contract 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 Contract, the Contractor shall attach an explanation to this Contract.

C. The Contractor agrees by signing this Contract 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 Contract 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 Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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.

10. 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 Contract 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 Contract 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.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract 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, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, 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 Contract, 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 Contract. 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 Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

13. DISPUTES

Except as otherwise provided in this Contract, 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 Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract 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 Contract 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.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Contract 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.

16. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, forifrom and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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.

17. 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.

18. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

19. 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 1968, 12 USC 1701u (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 (1).

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

C. Disclosure-campaign finances-lobbying, Chapter 42.17A 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.

20. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, 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 Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts 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.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A 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.

24. 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 Contract.

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 Contract.

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 contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, 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 Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed $5,000.

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

25. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

27. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be

subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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 resolved.

28. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. 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 Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on COMMERCE premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. 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 Contract; (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.

33. SURVIVAL

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

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

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

37. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, 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;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or *(iii) reimbursement of the cost thereof by the AGENCY in whole or in part,* whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

OUTCOME:

Work performed by the Multi-jurisdictional Drug-Gang Task Force shall have the outcome specified in the Contractor's Application for funding and this Agreement. To reach this outcome, COMMERCE will provide funding and external evaluation of the task force; and the Contractor will provide for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Agreement

To reach this goal, the Contractor shall provide or perform the following:

INTERIM OUTCOMES AND PERFORMANCE MEASURES:

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), or three (3) commissioned officers at a reduced funding level. In either case, one(1) of the commissioned officers shall be a full-time supervisor. Such officers shall work out a common location. Such officers shall work out of a common location.
    - Support staff (minimum of half-time).
    - Prosecutorial support of one (1) dedicated prosecutor/deputy prosecutor, or sufficient prosecutorial support such that no case submitted by the task force is rejected due to lack of staffing;
    - Gang Liaison (may be another member of the local task force).
    - Analyst (Optional).
2. **Participation—the Task Force shall organize and govern participating partners**, as measured by:
    - Contribution of least one (1) dedicated law enforcement officer by a minimum of three (3) local law enforcement agencies in the service area, or two (2) local law enforcement agencies if funded at a reduced funding level.
        - Local law enforcement agencies for this purpose includes city, county and tribal agencies.
        - Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, sufficient to support 90% of the full cost of a dedicated officer, may count as participation by local law enforcement agency for each officer so supported.
        - The Washington State Patrol may substitute for one of the local law enforcement agencies in small and rural task forces.
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.
4. **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, a minimum of once per biennium, as described in COMMERCE's Byrne JAG Task Force Peer Review Program Guide; 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.

5. **Peer Review, Grant Compliance Monitoring, and State and Federal Audit Results—Task Force management and staff will review COMMERCE's Policies and Procedures and 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.
6. **Other Fiscal and Administrative requirements,** as measured by:
   - "FIFO" or First-In/First-Out 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*.
7. **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

PERFORMANCE MEASURES AND DELIVERABLES:

1. **Quarterly Performance Measures—Task Force Governance Boards will set measures to assure Task Force success by achievement of the critical performance measures reported in the Periodic Activity Report (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 (5) or more individuals where investigations have demonstrated an involvement in the criminal enterprise.
2. **Quarterly Program Performance Activity Report (INTERIM OUTCOMES AND PERFORMANCE MEASURES 1 AND 2)—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.
3. **Active cooperation and response to Evaluation Findings and Discrepancies (INTERIM OUTCOMES AND PERFORMANCE MEASURES 3 THROUGH 6)—administrative and compliance monitoring, and Peer Review Evaluations**, as measured by:

GENERAL:

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, as approved, 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 Scope of Work (Attachment A).

DRAWDOWN LIMITATION – FIRST THREE MONTHS:

During the first three months of the contract period not more than 14.6 percent of the total expenditures as described in the approved budget may be charged to this award. The Commerce Representative may terminate this limitation at any time by written notice.

PERFORMANCE BASED INCENTIVES AND CONSEQUENCES:

1. **Delay and Disallowance of Reimbursement Requests Due to Late Performance Reporting**

   Past due performance reports will result in withholding of requested reimbursements until the reports are received. Should a report be received after the due date, but not in sufficient time for enclosure in the corresponding federal quarterly report, the report will be rejected and no payment will be authorized for the missed quarter. For the first three quarters of this award, missed data and the corresponding expenditures may be submitted during the following quarter. However, lack of timely submission of the fourth quarter's activity report will result in loss of all funds not previously reimbursed; and if disbursement of funds to reimburse expenditures incurred during the unreported quarter has been made, repayment shall be required.

2. **Delay and Disallowance of Reimbursement Requests Due to Non-Compliance with Federal Pre-Requisites to Receive Funding**

   During any period in which the Contractor is non-compliant with essential federal pre-requisites to receive federal funds, all expenditures will be disallowed. Eligibility of expenditures for reimbursement will resume on the date that the Contractor is deemed to be fully compliant with the essential federal pre-requisites as specified below:

   - DUNS (Data Universal Numbering System) number is registered in the Central Contract Registry portion of Grants.Gov (www.grants.gov), and the registration is current.
   - An Equal Employment Opportunity Plan The Contractor has been prepared and signed into effect within the last two years, and a copy has been forwarded to COMMERCE, and if appropriate to the Office of Civil Rights, U.S. Department of Justice.
   - Center of Task Force Leadership and Integrity Training through the www.ctfli.org website has been completed by all personnel dedicated to the task force not later than 120 days of being dedicated to the task force, but in any case within two years of the effective date of this Agreement. Dedicated personnel includes personnel assigned as investigative personnel, acting in supervisory and/or executive management, administrative, analytical or prosecutorial support of the task force,
   - Failure to respond to audit, monitoring or evaluation findings by the specified response date.

3. **Reduction in the Quarterly Reimbursable Funds Due to Non-Compliance with the Task Force Staffing and Participation Model:**

   Reporting staffing and/or "local" agency participation below that specified in the Contractor's application on any Periodic Activity Report (quarterly activity report) shall cause the maximum amount

that may be reimbursed for that quarter to be reduced in accordance with the table published on Page 2 of the Byrne Justice Assistance Grant, SFY 2014 Multi-Jurisdictional, Drug-Gang Task Force Program Application Package. For this purpose, the reimbursable amount authorized for the reported quarter shall be one-fourth of the total award as specified in Block 5 of this Agreement's Face Sheet, *multiplied by the 'percent of allocation' corresponding to the reported compliance level.*

The difference between one-fourth of the total award (as specified in Block 5 of this Agreement's Face Sheet) and the reimbursable amount authorized for the corresponding quarter is non-reimbursable, and is lost to the Contractor during the balance of this Agreement's duration.

In the event that the Contractor has already been reimbursed beyond the reimbursable amount authorized for the quarter as calculated above, the corresponding expenditure is disallowed. Any funds so disallowed may be applied against authorized expenditures of the next quarter, if the quarter for which the disallowance is made is not the last calendar quarter of this Agreement. Should any funds be disallowed for the last calendar quarter of this Agreement, disallowed funds must be returned to COMMERCE.

COMMERCE reserves the right to waive this reduction/disallowance in event the reported non-compliance is considered a brief and minor anomaly not materially affecting task force operations or safety. Such a waiver is at the sole discretion of COMMERCE.

SEQUENCE OF APPLICATION OF EXPENDITURES AGAINST GRANT FUNDS SHALL BE AS FOLLOWS:

COMMERCE shall apply reported expenditures, and its reimbursement of those expenditures, as follows:

- Limited life funds (carryover about to expire) shall be disbursed first.
- After limited life funds are disbursed, State General Funds awarded under this Agreement shall be disbursed at a rate proportionate to the total federal funds disbursed (including any limited file funds). COMMERCE shall control this disbursement rate to ensure that sufficient State Funds are available to cover any program-wide rescission or a spending limit on state funds that may be imposed. COMMERCE shall notify each Contractor of the precise amount/source of disbursed funding upon request, and shall further notify the Contractor upon the imposition of any rescission or spending limit.

ACTIVITY REPORTING

M14-31440-003
ATTACHMENT C

1	<TASK FORCE TITLE>		Quarterly Performance Activity Reporting									
2	M14-34021-0## - <LEAD AGENCY>		Jul 2014 - Jun 2015									
3	JAG DGTF											
4	Total Award: $####,###		<CLU Grouping>									
	Local Funding		Semi-Annual Budget July - December				Semi-Annual Budget January - June				Total (Annual)	
5	Local Budget All Cities'/Counties'/Tribal NTF Funding											
	Task Force Staffing		• FTEs are based upon the business standard of 520 Hrs/Qtr • Report FTEs in decimals (not fractions, percent or hours) • Report only FTEs supporting the Task Force (other duties go unreported) • Do Not Count Prosecutor's Offices as Law Enf. Agencies (Double Counts Jurisdictions)									
	Please use standard abbreviations examples: S.O. P.D. Pros. - Not X.X.S.O.		Q1 Jul-Sep		Q2 Oct-Dec		Q3 Jan-Mar		Q4 Apr-Jun		Year to Date	
	Agency	Position	Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE	Grant Supported FTE	Other Supported FTE
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25												
	Categorization of Personnel Assigned											
26	# of Law Enf. Officers (full commission*)											
27	# of Non-LEO investigators											
28	# of Analysts											
29	# of Prosecutors/Deputy Prosecutors											
30	# of Other Personnel Assigned (Support)											
	Agencies Assigning Personnel											
31	# Local Law Enf. Agencies											
32	# State Law Enf. Agencies (Full Commission)											
33	# Federal Law Enf. Agencies											
34	Total # Non-Law Enf Agencies											
35	Line number of the individual serving as the primary Gang Liaison Officer											
	*Full Commision Supervisors/Investigators (Commanders don't count) for this purpose.											
	Overtime		Q1 Jul-Sep		Q2 Oct-Dec		Q3 Jan-Mar		Q4 Apr-Jun		Year to Date	
36	Overtime	All TF Overtime Hours										
37		Overtime Hours Paid by JAG Only										
	Personnel		Q1 Jul-Sep		Q2 Oct-Dec		Q3 Jan-Mar		Q4 Apr-Jun		Year to Date	
38	Personnel	Meets Pers'l Model										
	Training		Q1 Jul-Sep		Q2 Oct-Dec		Q3 Jan-Mar		Q4 Apr-Jun		Year to Date	
39	CTFLI Training done Last 120 Days (Exec Brd, Supv, Invest, Other)	New Personnel										
40		New Personnel Completing CTFLI Training										
	[illegible]										Current Need	
41	Essential Training Drug Basic or Supv's Training	Personnel Needing Drug Basic										
42		Personnel Needing Supv's Crs										

	Investigations Case Management		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date	
43	Open/Closed	Cont'd Into this Report Period						
44		Opened During this Report Period						
45		Nbr Closed No Arrests						
46		Nbr Closed 1Arrests						
47		Nbr Closed Multiple Arrests						
48		Open at End of this Report Period						
49		Multi-Arrest Case Percentage						Std=40%
	Meth Investigations		**Q1 Jul-Sep**	**Q2 Oct-Dec**	**Q3 Jan-Mar**	**Q4 Apr-Jun**	**Year to Date**	
50	Meth Investigations	Single Suspect Investigations						Included in Data Above
51		2-4 Suspect Investigations						
52		5+ Suspect Investigations						
53		Total Nbr Meth Investigations						
54		Nbr Labs Investigated						
55		Nbr Labs Dismantled						
56		Nbr Lab Sites Processed						
57		Nbr Labs w/Juveniles Present/Exposed						
58		Nbr Suspect Precursor Sellers ID'd						
59		Nbr Suspect Precursor Buyers ID'd						
60		State Warrants						Linked to Data Below
61		Federal Warrants						
	Small Groups Dismantled/Disrupted		**Q1 Jul-Sep**	**Q2 Oct-Dec**	**Q3 Jan-Mar**	**Q4 Apr-Jun**	**Year to Date**	
62	Disrupted/ Dismantled Primary Nexus (3-4 Mbr Org's)	Nbr Gang Orgs						Mutually Exclusive
63		Gang & Drug Orgs						
64		Nbr Drug Orgs						
65		Not Gang or Drug						
66	What Other Characteristics of Above Orgs (3-4 Mbr Org's)	Violence						Not Mutually Exclusive
67		ID Theft						
68		Gun Trafficking						
69		Human Trafficking						
70		Money Laundering						
71		Auto theft						
72		OCEDETF						
	Organizations Dismantled/Disrupted		**Q1 Jul-Sep**	**Q2 Oct-Dec**	**Q3 Jan-Mar**	**Q4 Apr-Jun**	**Year to Date**	
73	Disrupted/ Dismantled Primary Nexus (5+ Mbr Org's)	Nbr Gang Orgs						Mutually Exclusive
74		Gang & Drug Orgs						
75		Nbr Drug Orgs						
76		Not Gang or Drug						
77		5+Orgs Disrupted						Tgt = 16%
78		Percent of Effort Directed on Gangs						
79	What Other Characteristics of Above Orgs (5+ Mbr Org's)	Violence						Not Mutually Exclusive
80		ID Theft						
81		Gun Trafficking						
82		Human Trafficking						
83		Money Laundering						
84		Auto theft						
85		OCEDETF						

ACTIVITY REPORTING

	Case Support Activities		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date	
81	Organizational Case Support	w/Analytical Support						
82		Nbr Case-Subj Deconfliction						
83		Nbr Event Deconfliction						
84	Cooperative Investigations (All sized Org's)	Nbr w/ Other JAG NTFs						
85		Nbr w/ Federal Agencies						
86		Nbr w/ Other Agencies/Units						
87	WARRANTS State	Gang Nexus						Mutually Exclusive
88		Gang & Drug Nexus						
89		Drug Nexus						
90		Other Investigations						
91		Meth Nexus						
92	WARRANTS Federal	Gang Nexus						Mutually Exclusive
93		Gang & Drug Nexus						
94		Drug Nexus						
95		Other Investigations						
96		Meth Nexus						
	ARRESTS		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date	
97	Felony Primary Nexus	Gang Nexus						
98		Gang & Drug Nexus						
99		Drug Nexus						
100		Other Investigations						
101	Felony 2ndry Nexus	Meth						
102		Violence						
103		ID Theft						
104		Gun Trafficking						
105		Human Trafficking						
106		Money Laundering						
107		Auto Theft						
108	Misdemeanor Primary Nexus	Gang Nexus						
109		Gang & Drug Nexus						
110		Drug Nexus						
111		Other Investigations						
112	Misdemeanor Secondary Nexus	Meth						
113		Violence						
114		ID Theft						
115		Gun Trafficking						
116		Human Trafficking						
117		Money Laundering						
118		Auto Theft						

ACTIVITY REPORTING

M14-31440-003
ATTACHMENT C

	Prosecution		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date	
119	State	Nbr Felony Accepted for Pros						
120		Nbr Misdemeanor Accepted for Pros						
121		Results Received						
122		Guilty Verdict/Plea - Felony						
123		Guilty Verdict/Plea - Misdemeanor						
124		Gang Nexus						
125		Gang & Drug Nexus						
126		Drug Nexus						
127		Other Nexus						
128		Firearm Violation						
129	Federal	Nbr Felony Accepted for Pros						
130		Nbr Misdemeanor Accepted for Pros						
131		Results Received						
132		Guilty Verdict/Plea - Felony						
133		Guilty Verdict/Plea - Misdemeanor						
134		Gang Nexus						
135		Gang & Drug Nexus						
136		Drug Nexus						
137		Other Nexus						
138		Firearm Violation						
139	Overall Prosecution	Prosecution Success Rate						Std=80%
	Forfeitures		**Q1 Jul-Sep**	**Q2 Oct-Dec**	**Q3 Jan-Mar**	**Q4 Apr-Jun**	**Year to Date**	
140	State Process	Number Successful						
141		Number Un-Successful						
142		Currency Amt Forfeited						
143		Real Property (Realized $ Value)						
144		Other (Realized $ Value)						
145		Success Rate						Std=90%
146		Transfer to Non-Participating Agencies						
147	Federal (DAG-71s)	Number Successful						
148		Number Un-Successful						
149		Currency Amt Forfeited						
150		Real Property (Realized $ Value)						
151		Other (Realized $ Value)						
152	Forfeitures Subject to Federal Rules from State Processed Forfeitures	Carried Forward Into Quarter						
153		Date of Earliest Forfeiture's Realization Date Not Fully Expended						
154		Realized this Qtr						
155		Expended this Qtr						
156		Balance						
157		"Use it or Loss it" Date						

	Firearms		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
158	Firearms	Nbr Seized					
159		Nbr Forfeited					
160		Nbr Firearms Rpt's to ATF					
161		Nbr Hits on Rpt's to ATF					

	Equipment (Bought with Grant Funds ONLY!)		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date		
162	Equipment Overtype 'Equipment Type' as necessary, Enter Quantity and Cost in the appropriate Quarter's column	Firearms							Qty:
163									$
164		Non-Lethal Weapons							Qty:
165									$
166		Computers & Accessories							Qty:
167									$
168		Cameras							Qty:
169									$
170		Video Recorders							Qty:
171									$
172		Body Wires & Accessories							Qty:
173									$
174		Other 1 (Overtype)							Qty:
175									$
176		Other 2 (Overtype)							Qty:
177									$

	Drug Removals		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
178	Scheduled Drugs	Cocaine (grams)					
179		Crack Cocaine (grams)					
180		Oxycotin (Dosage Units)					
181		Oxycodone (Dosage Units)					
182		Diverted Pharmaceutical (Dosage Units)					
183		Hallucinogens (Grams)					
184		Heroin (All forms) (Grams)					
185	Marijuana Nbr of Grows Shaded Nbr of Plants Not Shaded	Marijuana, Bulk (Grams)					
186		Grows Indoor Dismantled					
187		Grows Indoor Nbr Plants					
188		Grows Outdoor Dismantled					
189		Grows Outdoor Nbr Plants					
190		Nbr Grows Illicit Medical MJ					
191		Nbr Plants Illicit Medical MJ Grows					
192	Meth & Club Drugs	Meth (Grams)					
193		Meth Crystal (ICE) (Grams)					
194		Ephedrine (Grams)					
195		Pseudoephedrine (Grams)					
196		MDMA -Ecstasy (Dosage Units)					
197		Club Drugs (Dosage Units)					
198		Other Drugs (Dosage Units)					

ACTIVITY REPORTING

M14-31440-003
ATTACHMENT C

	Violent Crime Situation		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
199	Homicide	Total in Jurisdiction(s)					
200		Involving Firearms					
201		Gang Related					
202	Aggravated Assault	Total in Jurisdiction(s)					
203		Involving Firearms					
204		Gang Related					
205	Robbery	Total in Jurisdiction(s)					
206		Involving Firearms					
207		Gang Related					
	Gang Situation (Estimate or Survey)		**Q1 Jul-Sep**	**Q2 Oct-Dec**	**Q3 Jan-Mar**	**Q4 Apr-Jun**	**Year to Date**
208	Gangs & Gang Members	Nbr Gangs in Jurisdiction(s)					
209		Nbr Gang Members (Documented)					
210		Est.'s Nbr Gang Associates					
211		Nbr Field Contacts (as appropriate)					
212		RISSINTEL Submittals					
213		RISSINTELL Inquiries					
214		RISSGANG Submittals					
215		RISSGANG Inquiries					

To Best Judgment Std

STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • *PO Box 42525* • *Olympia, Washington 98504-2525* • *(360) 725-4000*

www.commerce.wa.gov

July 18, 2014

Mr. Carl Krikorian
Bellevue Police Department
450 110th Avenue NE
Bellevue, Washington 98004-5514

Dear Mr. Krikorian:

Enclosed is a fully executed original of your Justice Assistance Grant Multi-Jurisdictional Drug-Gang Task Force Contract, No. M14-31440-003. This grant is for the period from July 1, 2014 through June 30, 2015.

Also enclosed is a hard copy of your invoice voucher to request reimbursement. I have also emailed an Excel version to you for your convenience. Please submit requests for reimbursement on a monthly, but no less than quarterly, basis so that payments may be made in a timely manner.

If you have any questions, please contact me by phone at (360) 725-3030, or by email at bill.johnston@commerce.wa.us.

Sincerely,

William H. Johnston
Program Manager

whj:smw
Enclosures

WASHINGTON STATE DEPARTMENT OF COMMERCE

FORM CTED19-1A — VOUCHER DISTRIBUTION

AGENCY USE ONLY

AGENCY NUMBER	CONTRACT NUMBER
1030	M14-31440-003

AGENCY NAME
WASHINGTON STATE
DEPARTMENT OF COMMERCE
ATTN: CSHD/Public Safety Unit
PO BOX 42525
OLYMPIA, WA 98504-2525

INSTRUCTION TO VENDOR OR CLAIMANT:
Submit this form to claim payment for materials, merchandise or services.
Show complete detail for each item

Vendor's Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

VENDOR OR CLAIMANT (Warrant is to be payable to:)

Bellevue, City of
450 110th Avenue NE
Bellevue WA 98004-5514

By: _____
(SIGN IN INK (ANY COLOR EXCEPT BLACK))

(TITLE) _____ (DATE) _____

Project: Eastside Narcotics Task Force

Contact: Carl Krikorian — Tel: 425-452-6961
Fiscal/Grant Mgr — Email: ckrikorian@bellevuewa.gov

Invoice Period: _____

1. EXPENDED THIS REPORTING MONTH:

	Grant Funds	Local Funds
Salaries		
Benefits		
Overtime		
2. Totals:		

CONTRACT EXPENDITURE AND REVENUE RECONCILIATION

3. Contract Amount:	$ 149,697.00
4. Reimbursements Requested Prior To This Report:	
5. Reimbursements Received To-Date:	
6. Reimbursements Requested This Report Month:	☐ Check here if less than total grant expended (2).
7. Balance of Grant Funds Remaining (Line 3d - [Line 4 + 6]):	

8. FORFEITURES

a. Federal Portion of Grant Award	$ 117,059	
b. Total Local NTF Budget (all City, County, Tribal & State*)	$ 1,375,312	☐ Check here if Budget change since application or last voucher this grant year, whichever is later
c. Subject to Rules: 117059 ÷ (149697 + 1375312) =	7.68%	
d. Total State Process Forfeitures Realized since last Voucher*		
e. Forfeitures Realized since Last Voucher Subject to Grant Rules		Calc = Row C x Row D
f. Forfeiture Balance Subject to Grant Rules as of last Voucher*		Earliest realization Date
g. Forfeiture Expenditures since Last Voucher		
h. Current Balance of Forfeitures Subject to Grant Rules		"Use It of Loss It" date

*Exclude WSP Personnel Costs // Include State Funds in grant award, Marijuana Eradication Funds, National Guard, Dept of Corrections, etc.

FED TAX ID # | PROGRAM APPROVAL | DATE

DOC INPUT DATE | CURRENT DOC NO. | REFERENCE DOC NO. | VENDOR NUMBER | SUFFIX

ACCOUNT NO. | ASD NUMBER: 27494 | VENDOR MESSAGE

TRANS CODE	FUND SOURCE	MASTER INDEX	FUND (ACCT)	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	PROJ	SUB PROJ	GL ACCT	SUBSID ACCOUNT	TYPE	AMOUNT	INVOICE NUMBER
237		34450150	001	012	31443		0003	3445	05					
237		34620520	001	020	31440		0003	3462	05					
237		34640220	001	020	31440		0003	3464	05					

ACCT APPROVAL | DATE

ACCT APPROVAL FOR PAYMENT | DATE | $

1392-ORD
07/02/14

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6166

AN ORDINANCE authorizing execution of a one year grant agreement with the Washington State Department of Commerce to accept $149,697.00 in grant funding for the Eastside Narcotics Task Force (ENTF); amending the 2013-2014 budget of the Operating, Grants, Donations and Special Reserves Fund in the amount of $149,697.00; 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 $149,697.00 in grant funding for the Eastside Narcotics Task Force (ENTF), a copy of which grant agreement has been given Clerk's Receiving No. 51563.

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	$149,697.00

Section 6. Upon execution of said grant agreement, the budget for 2013-2014 Operating Grants, Donations, and Special Reserves Fund shall be amended by appropriating $149,697.00 to said fund.

Provided, however, if the actual revenue received in 2014 from the anticipated sources specified in said grant award should be more or less than the anticipated

ORIGINAL

amount set forth herein, the appropriation for the 2013-2014 Operating Grants, Donations, and Special Reserves Fund 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 7th day of July, 2014 and signed in authentication of its passage this 7th day of July, 2014.

(SEAL)

Claudia Balducci, Mayor

Approved as to form:

Lori M. Riordan, City Attorney

Siona D. Windsor, Assistant City Attorney

Attest:

Myrna L. Basich, City Clerk

Published July 10, 2014

CR #: 51563 Date: 7-23-14 Loc: INTRLOC PO #: 1450137.000

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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
2014-2015 Justice Assistance Grant

Agreement Description:
This agreement funds salary and benefits for the Eastside Narcotics Task Force Captain and Legal Secretary for the 2014-2015 Fiscal Year

Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Carl Krikorian
Agreement Amount: $149,697.00 ✓
Total Aggregate Value: NaN

GRX

Project Information:

Project Name: Multi-Juris Drug-Gang Task Force
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: Washington State Department of Commerce
Administrative Agency JDE Vendor #: 34395
Funding Program Name: Justice Assistance Grant

Agreement Terms:

Original Effective Date: 07/01/2014 (actual date) **End Date:** 06/30/2015 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 7/7/2014 **Ordinance #:** 6166 **Resolution #:**

Route:

		In	Out
Procurement Services:	A Carlson	6/17/14	6/17/14
Accounting:	[signature]	6/17/14	
Information Technology:	Not Required		
Legal:	[signature]	6-18-14	6-18-14
Insurance Reviewed By:	[signature]	6-18-14	6-18-14
Department Director:	Carl Krikorian	6/20/14	6/20/14
Procurement Services:	A Carlson 6/25	7/9/14	7/9/14
Return To:	Carl Krikorian		
City Clerk's Office:	M. Tofanow	7-23-14	7-23-14

Document Management Information:

CIP Plan #:
Budget Fund:
Funding Source:

JDE Project Number:
Explanation:

Budget Information:

Year	Description	JDE Account Number	Amount
2014	Justice Assistance Grant - 2014	022640014	$127,200.00
2014	Justice Assistance Grant - 2014	022640014	$22,497.00

-5145002.2127

Additional Comments: