

RESOLUTION 2013 - 



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON APPROVING SUBRECIPIENT CONTRACT WITH YAKIMA COUNTY**

**WHEREAS**, the City of Sunnyside has previously entered into subrecipient contracts with other municipalities regarding the passing of grant funds; and

**WHEREAS**, the parties have negotiated a subrecipient contract beginning July 1, 2013 and terminating June 30, 2014; and

**WHEREAS**, the City Council finds and determines that approval and ratification of said agreement is in the best interest of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

**SECTION 1.** That the subrecipient contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Yakima County, is hereby approved.

**SECTION 2.** The City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

**SECTION 3.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 9<sup>th</sup> day of September, 2013.

  
\_\_\_\_\_  
JAMES A. RESTUCCI, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
KERR LAW GROUP, LLP  
Attorneys for the City of Sunnyside



## SPECIAL TERMS AND CONDITIONS

M13-31440-019

**1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Sub recipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Sub recipient describing programs or projects funded in whole or in part with federal funds under this Grant, 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. GRANT 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 Grant.

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

The Representative for the Sub recipient and their contact information are identified on the Face Sheet of this Grant.

**3. COMPENSATION**

SHERIFF shall pay an amount not to exceed that specified in Block 5 of this Agreement's Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work.

**4. BILLING PROCEDURES AND PAYMENT**

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

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

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

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

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

**Duplication of Billed Costs**

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

**Disallowed Costs**

The Sub recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization.

## SPECIAL TERMS AND CONDITIONS

M13-31440-019

**5. INSURANCE**

The Sub recipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect SHERIFF should there be any claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the Sub recipient 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 Sub recipient shall instruct the insurers to give SHERIFF thirty (30) calendar days advance notice of any insurance cancellation, non-renewal, or modification.

The Sub recipient shall submit to SHERIFF 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 Sub recipient 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 Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Sub recipient is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Sub recipient or its Subgrantee, 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 Sub recipient shall maintain Professional Liability or Errors and Omissions Insurance. The Sub recipient shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Sub recipient and licensed staff employed or under Grant to the Sub recipient. 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 Sub recipient 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 Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the SHERIFF as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Sub recipient as beneficiary.
- C. The Sub recipient shall provide, at SHERIFF'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 SHERIFF will be provided thirty (30) days advance written notice of cancellation.

EXHIBIT "A"  
SPECIAL TERMS AND CONDITIONS

M13-31440-019

**Additional Provisions:**

Above insurance policy shall include the following provisions:

1. Additional Insured. The state of Washington, SHERIFF, 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 SHERIFF'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 SHERIFF'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, SHERIFF does not represent that coverage and limits will be adequate to protect the Contractor, and such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to SHERIFF in this Agreement.

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

Self-Insured/Liability Pool or Self-Insured Risk Management Program—The Sub recipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program if it complies with the following standards:

Generally Accepted Accounting procedures (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 its 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. LIMITED ENGLISH PROFICIENCY**

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

**SPECIAL TERMS AND CONDITIONS**

M13-31440-019

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

**7. FEDERAL NON-DISCRIMINATION REQUIREMENTS**

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

**8. NOTIFICATION OF FINDINGS OF DISCRIMINATION 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 Sub recipient 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 SHERIFF.

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

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

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

EEOP on file which meets the applicable requirements. If the Sub recipient is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and SHERIFF. Non-profit organizations, federally recognized Indian Tribes, and medical and educational

**SPECIAL TERMS AND CONDITIONS**

**M13-31440-019**

institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to Sub recipient. Information about civil rights obligations of Sub recipients can be found at [http://www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm).

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

**10. PROGRAM FIDELITY**

In the event the Sub recipient does not maintain agency participation and personnel dedication as described in Appendix A – Scope of Work 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'.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, 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 – Certificates and Assurances

## GENERAL TERMS AND CONDITIONS

M13-31440-019

**1. DEFINITIONS**

As used throughout this Grant, 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. "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.
- C. "SHERIFF" shall mean the Yakima County Sheriff's Office.
- D. "State" shall mean the state of Washington.
- E. "Subgrantee" shall mean one not an employee of the Sub recipient, who is performing all or part of those services under this Grant under a separate Grant with the Sub recipient. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.
- F. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce and shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Sub recipient.
- G. "Vendor" is an entity that agrees to provide the amount and kind of services requested by SHERIFF; provides services under the grant only to those beneficiaries individually determined to be eligible by SHERIFF and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

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

The Sub recipient 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.

**5. APPROVAL**

This Grant shall be subject to the written approval of SHERIFF's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

**6. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Sub recipient without prior written consent of SHERIFF.

GENERAL TERMS AND CONDITIONS

M13-31440-019

7. **ATTORNEYS' FEES**

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

8. **AUDIT**

A. **General Requirements**

Sub recipient's are to procure audit services based on the following guidelines.

The Sub recipient shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Sub recipient is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

SHERIFF reserves the right to recover from the Sub recipient all disallowed costs resulting from the audit.

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

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Sub recipient must respond to SHERIFF 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**

Sub recipients 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 Sub recipients 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

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

M13-31440-019

If the Sub recipient 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 Sub recipient 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 Sub recipient shall include the above audit requirements in any subgrants.

In any case, the Sub recipient's financial records must be available for review by SHERIFF.

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

- A. Sub recipient, defined as the primary participant and its 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 Grant, 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 Grant had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the Sub recipient is unable to certify to any of the statements in this Grant, the Sub recipient shall attach an explanation to this Grant.**
- C. The Sub recipient agrees by signing this Grant 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 SHERIFF.**

EXHIBIT "A"  
GENERAL TERMS AND CONDITIONS

M13-31440-019

- D. The Sub recipient further agrees by signing this Grant 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 Sub recipient certifies, by signing this Grant 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 Sub recipient is unable to certify to any of the statements in this Grant, such Sub recipient shall attach an explanation to this Grant.
- 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 the SHERIFF 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 Sub recipient by SHERIFF that is designated as "confidential" by SHERIFF;
  - 2. All material produced by the Sub recipient that is designated as "confidential" by SHERIFF; and
  - 3. All personal information in the possession of the Sub recipient 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 Sub recipient shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Sub recipient shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of SHERIFF or as may be required by law. The Sub recipient 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 Sub recipient shall provide SHERIFF with its policies and procedures on confidentiality. SHERIFF may require changes to such policies and procedures as they apply to this Grant whenever SHERIFF reasonably determines that changes are necessary to prevent unauthorized disclosures. The Sub recipient shall make the changes within the time period specified by SHERIFF. Upon request, the Sub recipient shall immediately return to SHERIFF any Confidential Information that SHERIFF reasonably determines has not been adequately protected by the Sub recipient against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Sub recipient shall notify SHERIFF 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. CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

EXHIBIT "A"  
GENERAL TERMS AND CONDITIONS

M13-31440-019

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by SHERIFF. SHERIFF 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 Sub recipient hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to SHERIFF 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Sub recipient hereby grants to SHERIFF 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 Sub recipient warrants and represents that the Sub recipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to SHERIFF.

The Sub recipient shall exert all reasonable effort to advise SHERIFF, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Sub recipient shall provide SHERIFF with prompt written notice of each notice or claim of infringement received by the Sub recipient with respect to any Materials delivered under this Grant. SHERIFF shall have the right to modify or remove any restrictive markings placed upon the Materials by the Sub recipient.

**13. DISALLOWED COSTS**

The Sub recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subgrantees.

**14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with SHERIFF's Director, 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 Sub recipient's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant 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.

**GENERAL TERMS AND CONDITIONS**

M13-31440-019

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

Nothing in this Grant 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.

**15. DUPLICATE PAYMENT**

The Sub recipient certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

**16. ETHICS/CONFLICTS OF INTEREST**

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

**17. GOVERNING LAW AND VENUE**

This Grant 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.

**18. INDEMNIFICATION**

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

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

Subgrants shall include a comprehensive indemnification clause holding harmless the Sub recipient, SHERIFF, the state of Washington and Yakima County and state officers, employees, agencies and authorized agents.

The Sub recipient 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, and SHERIFF and Yakima County and their agencies, officers, agents, and employees.

**19. INDEPENDENT CAPACITY OF THE SUB RECIPIENT**

The parties intend that an independent contractor relationship will be created by this Grant. The Sub recipient and its employees or agents performing under this Grant are not employees or agents of the state of Washington or SHERIFF. The Sub recipient will not hold itself out as or claim to be an officer or employee of SHERIFF or of the state of Washington by reason hereof, nor will the Sub recipient 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 Sub recipient.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Sub recipient shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Sub recipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, SHERIFF may collect from the Sub recipient the full amount payable to the Industrial Insurance Accident Fund. SHERIFF may deduct the amount owed by the Sub recipient to the accident fund from the amount payable to the Sub recipient by

**GENERAL TERMS AND CONDITIONS**

M13-31440-019

SHERIFF under this Grant, 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 Sub recipient.

**21. LAWS**

The Sub recipient 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.

EXHIBIT "A"

**GENERAL TERMS AND CONDITIONS**

**M13-31440-019**

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

## GENERAL TERMS AND CONDITIONS

M13-31440-019

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Sub recipient 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 Sub recipients 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 42.17 RCW.
- D.** Discrimination-human rights commission, Chapter 49.60 RCW.
- E.** Ethics in public service, Chapter 42.52 RCW.
- F.** Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G.** Open public meetings act, Chapter 42.30 RCW.
- H.** Public records act, Chapter 42.56 RCW.
- I.** State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation 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 Grant.

EXHIBIT "A"  
GENERAL TERMS AND CONDITIONS

M13-31440-019

**24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Sub recipient shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Sub recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Sub recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Sub recipient may be declared ineligible for further Grants with the state. The Sub recipient 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.

**26. POLITICAL ACTIVITIES**

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

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

**27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Sub recipient 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 Grant.

A Sub recipient 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 Grant.

The Sub recipient'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 Grants 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 Sub recipient, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - e. Subgrants shall be made only with reasonable Subgrantees 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.

**GENERAL TERMS AND CONDITIONS**

M13-31440-019

- g. Procurement records and files for purchases shall include all of the following:
    - 1) Sub recipients 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 Grant administration to ensure Sub recipient conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Sub recipient and Subgrantees must receive prior approval from SHERIFF for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

**28. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**29. PUBLICITY**

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

**30. RECAPTURE**

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

Repayment by the Sub recipient of funds under this recapture provision shall occur within the time period specified by SHERIFF. In the alternative, SHERIFF may recapture such funds from payments due under this Grant.

**31. RECORDS MAINTENANCE**

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

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

**32. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Sub recipient shall complete registration with the Washington State Department of Revenue.

## GENERAL TERMS AND CONDITIONS

M13-31440-019

**33. RIGHT OF INSPECTION**

At no additional cost all records relating to the Sub recipient's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by SHERIFF, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Sub recipient shall provide access to its facilities for this purpose.

**34. 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 Grant and prior to normal completion, SHERIFF may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**35. SEVERABILITY**

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

**36. SUBGRANTING**

The Sub recipient may only subgrant work contemplated under this Grant if it obtains the prior written approval of SHERIFF.

If SHERIFF approves subgranting, the Sub recipient shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, SHERIFF in writing may: (a) require the Sub recipient to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Sub recipient from subgranting with a particular person or entity; or (c) require the Sub recipient to rescind or amend a subgrant.

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

Every subgrant shall include a term that SHERIFF and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

**37. SURVIVAL**

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

**38. TAXES**

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

**39. TERMINATION FOR CAUSE / SUSPENSION**

**GENERAL TERMS AND CONDITIONS**

M13-31440-019

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

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

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

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

**40. TERMINATION FOR CONVENIENCE**

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

**41. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by SHERIFF, the Sub recipient shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C. Assign to SHERIFF all of the rights, title, and interest of the Sub recipient under the orders and subgrants so terminated, in which case SHERIFF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Sub recipient to settle such claims must have the prior written approval of SHERIFF; and
- D. Preserve and transfer any materials, Grant deliverables and/or SHERIFF property in the Sub recipient's possession as directed by SHERIFF.

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

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

**42. 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 Grant unless stated to be such in writing and signed by Authorized Representative of SHERIFF.

EXHIBIT "A"  
SCOPE OF WORK

M13-31440-019  
ATTACHMENT A

**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, SHERIFF 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:**
  - Contribution of least one (1) dedicated law enforcement officer
  - Local law enforcement agencies for this purpose includes city, county and tribal agencies.
- 
2. **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 SHERIFF'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.
3. **Peer Review, Grant Compliance Monitoring, and State and Federal Audit Results—Task Force management and staff will review SHERIFF'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.
4. **Commander's Conference (Semi-Annual) Training Attendance—Task Force Governance Boards shall establish policy to assure that key supervisory/management staff achieve JAG grant compliance, as measured by:**
  - Attendance by key personnel as mandatory unless waiver is granted by SHERIFF

**EXHIBIT "A"**

**BUDGET**

**M13-31440-019  
ATTACHMENT B**

**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.

**PERFORMANCE BASED INCENTIVES AND CONSEQUENCES:**

**1. 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](http://www.grants.gov)), and the registration is current.
- All personnel dedicated to the task force as investigative personnel, acting in supervisory and/or executive management, administrative, analytical or prosecutorial support of the task force, must annually complete the appropriate on-line training through the Center of Task Force Leadership and Integrity Training website ([www.ctfli.org](http://www.ctfli.org)). Newly assigned individuals must complete the appropriate training modules no later than 90 days from assuming their relationship with the task force. Individuals in a continuing relation with the task force must renew their certification within 30 days after their prior certification expires (the CTFLI system does not allow recertification more frequently than annually, so this requires specific scheduling controls.)

CERTIFICATES AND ASSURANCES

FORM 1

STATEMENT OF ASSURANCES

The Sub recipient:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The Sub recipient has sufficient monetary resources to implement and maintain program operations in accordance with this application.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
3. Will provide full cooperation of administrative and program staff, and will provide availability of all records upon request and convenience of staff from the SHERIFF; Office of the State Auditor; or U.S. Department of Justice, who are charged with monitoring program compliance and the use of funds provided.
4. Will comply with the requirements of the Justice Assistance Grant Program as published by the Department of Commerce and relevant federal agencies, and as embodied in statute.
1. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
6. Will comply with Title II of the Americans with Disabilities Act of 1990.
7. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
8. Guarantees that in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The Sub recipient further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the SHERIFF.

PLEASE NOTE: THE DEPARTMENT'S ACCEPTANCE OF THIS APPLICATION FOR FUNDING IS SUBJECT TO SUBSEQUENT COMPLIANCE REVIEWS THAT MAY REQUIRE CORRECTIVE ACTION BY THE SUB RECIPIENT. AUTHORIZED SIGNATURE BY THE SUB RECIPIENT GUARANTEES ASSURANCES THAT ARE CONTAINED ON THE APPLICATION FACE SHEET.

9. Authorized Signature for the Sub recipient:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF SIGNATURE

\_\_\_\_\_  
TITLE

EXHIBIT "A"  
CERTIFICATES AND ASSURANCES

FORM 2

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS  
(SUB-RECIPIENT)**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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Name and Title of Authorized Representative

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Signature

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Date

---

Name of Organization

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Address of Organization

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment
- 10.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

Certification Regarding Lobbying, Debarment, Suspension And Other Responsibility Matters; And  
Drug-Free Workplace Requirements

Sub recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**Lobbying**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Sub recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

- (b) Have not within a three-year period preceding this application 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the Sub recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

**Drug-Free Workplace (Grantees Other Than Individuals)**  
As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

**Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 –

- A. The Sub recipient certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Establishing an on-going drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
- A. The Sub recipient certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

EXHIBIT "A"

(2) The grantee's policy of maintaining a drug-free workplace.

(3) Any available drug counseling, rehabilitation, and employee (WASHINGTON); and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

**(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).**

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

\_\_\_\_\_

**Drug-Free Workplace  
(Grantees Who Are Individuals)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within ten calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531

**the duly authorized representative of the Sub recipient, I hereby certify that the Sub recipient will comply with the above certifications.**

1. Sub recipient Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Application Number and/or Project Name  
L.E.A.D. Narcotics Gang Task Force \_\_\_\_\_

3. Sub recipient IRS/Vendor Number  
\_\_\_\_\_

4. Typed Name and Title of Authorized Representative: \_\_\_\_\_

5. Signature  
\_\_\_\_\_

6. Date  
\_\_\_\_\_

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The Department of Commerce will consolidate all responses and submit a consolidated response to the U.S. Department of Justice.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

(Note—the source of funds utilized is irrelevant to your response.)

(Note—if the activity is being undertaken without regard to the presence or operation of a federally funded activity, the item should not be checked.)

Yes  
Activity N/A

- 1. New Construction
- 2. Minor renovation or remodeling of a property either:
  - a. listed or eligible for listing on the National Register of Historical Places
  - b. located within a 100-year flood plain
- 3. Renovation, lease, or any proposed use of a building or facility that will either:
  - a. result in a change in its basic prior use (between industrial, office, residential, etc.)
  - b. significantly changes its size (total structure, not program's portion thereof)
- 4. Implementation of a new program involving use of chemicals other than:
  - a. chemicals purchased as an incidental component of the funded activity
  - b. traditionally used (e.g., for office, household, recreational, educational environments)

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Byrne funded program/project:

Project: L.E.A.D. Narcotics Gang Task Force

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Representing: \_\_\_\_\_

### ACKNOWLEDGEMENT OF FEDERAL FUNDS

The recipient shall submit to the Department of Commerce, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases—whether published at the grantee's or government's expense—shall contain the following statements:

“This project was supported by a grant awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention, and the Office of Victims of Crime. Points of view or opinions in this document do not represent the official position or the policies of the United States Department of Justice.”

The undersigned agrees to the above requirements.

Signature	Printed Name
Name of Sub recipient organization	

## ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

### ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described on Attachment A of the Grant, including:

- Operating costs, including:
  - Approved personnel costs (salaries and benefits).
  - Overtime
  - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment.
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

### UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences, or training (prohibition does not include standard per diem when otherwise authorized)
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant fees (above a reasonable and consistent rate for similar services, and/or above \$450 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.

---

Signature

---

Printed Name

---

Name of Sub recipient organization

## CIVIL RIGHTS TRAINING

The following civil rights requirements apply to all units of local government and state agencies regardless of grant acceptance, and both for profit and non-profit organizations accepting federal grant funds. Beneath each requirement are one or more references that are provided to assist in understanding and compliance. It should be noted that the compliance requirements apply to the entire jurisdiction/organization, and not just to the funded activities.

1. **Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d)**  
Reference: [http://www.fcc.gov/Bureaus/OSEC/library/legislative\\_histories/1615.pdf](http://www.fcc.gov/Bureaus/OSEC/library/legislative_histories/1615.pdf)
2. **Victims of Crime Act reference:**  
Reference: <http://www.da.state.nm.us/Victims%20of%20Crime%20Act.pdf>
3. **Title VI of the Civil Rights Act of 1964**  
Reference: [http://www.fta.dot.gov/civilrights/civil\\_rights\\_5088.html](http://www.fta.dot.gov/civilrights/civil_rights_5088.html)
4. **Section 504 of the Rehabilitation Act of 1973**  
Reference: <http://www.dol.gov/oasam/regs/statutes/sec504.htm>
5. **Title II of the Americans with Disabilities Act of 1990**  
References:
  - Text – The Americans with Disabilities Act  
[www.ada.gov/pubs/ada.htm](http://www.ada.gov/pubs/ada.htm)
  - Title II Highlights  
<http://www.usdoj.gov/crt/ada/t2hlt95.htm>
  - The Americans with Disabilities Act, Title II Technical Assistance Manual  
<http://www.usdoj.gov/crt/ada/taman2.html>
  - Commonly Asked Questions – ADA and Law Enforcement  
[http://www.usdoj.gov/crt/ada/q%26a\\_law.htm](http://www.usdoj.gov/crt/ada/q%26a_law.htm)
  - Commonly Asked Questions – ADA and Hiring Police Officers  
<http://www.usdoj.gov/crt/ada/copsq7a.htm>
  - Self Evaluation and Transition Plan Worksheets  
<http://adaptenv.org/index.php?option=Resource&articleid=185&topicid=25>
6. **Title IX of the Education Amendments of 1972**  
Reference: <http://www.dol.gov/oasam/regs/statutes/titleix.htm>
7. **Age Discrimination Act of 1975**  
Reference: [http://www.dol.gov/oasam/regs/statutes/age\\_act.htm](http://www.dol.gov/oasam/regs/statutes/age_act.htm)
8. **USDOJ Non-Discrimination Regulations (28 CFR 42, Subparts C, D, E and G)**  
Reference: [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr42\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr42_00.html)
9. **USDOJ Regulations on Disability Discrimination (28 CFR Part 35 & Part 39)**  
References:
  - Text – 28 CFR 28 Part 35  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr35\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr35_00.html)
  - Text – 28 CFR 28 Part 39  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr39\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr39_00.html)

EXHIBIT "A"

INFORMATION AND ASISTANCE

The agencies and organizations listed below can provide technical advice and assistance.

U.S. Department of Justice
Office of Justice Programs
Office for Civil Rights
810 - 7th Street NW
Washington, D.C. 20531
Voice: (202) 307-0690
TDD/TTY: (202) 307-2027
www.ojp.usdoj.gov/ocr

Washington Human Rights Commission
711 S Capital Way, Suite 402
PO Box 42490
Olympia, WA 98504-2490
Voice/TDD: (360) 753-6770
Voice: 1-800-233-3247
TTY: 1-800-300-7525
www.hum.wa.gov

Job Accommodation Network (JAN)
1-800-526-7234
1-800-781-9403 (TTY)
www.askjan.org

U. S. Architectural and Transportation
Barriers Compliance Board
1-800-USA-ABLE (Voice)
1-800-993-2822 (TTY)
http://www.access-board.gov/

Office for Civil Rights
Department of Health and Human Services
http://www.hhs.gov/ocr/office/

Equal Employment Opportunity Commission (U. S.
Government)
State of Washington Area Office
909 - 1st Avenue, Suite 400
Seattle, WA 98104
Voice/TDD: (206) 220-6882/1-800-669-4000
http://www.eeoc.gov/

Department of Personnel
Workforce Diversity Office
PO Box 47500
Olympia, WA 98504-7500
Voice: (360) 664-6228
TTY/TDD: (360) 664-6211

Department of Labor and Industries
Vocational Services
PO Box 44323
Olympia, WA 98504-4323
Voice: (360) 902-5456

Washington Division of Vocational Rehabilitation
Department of Social and Health Services
(38 field offices statewide)
Provides employment services to persons with disabilities
and businesses
Voice/TDD: 1-800-637-5627

Washington Governor's Committee on Disability
Issues and Employment
PO Box 9046
Olympia, WA 98507-9046
Executive Secretary, Toby Olson
Voice: (360) 486-5890
Email: gcde@esd.wa.gov

As the individual with primary functional responsibility for equal opportunity and civil rights compliance for the Sub recipient jurisdiction, I hereby certify that the Sub recipient will comply with the above Civil Rights requirements specified on the previous page of this certification.

SIGNATURE OF OFFICIAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE WAIVER

JURISDICTION/ORGANIZATION REPRESENTED

DATE

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

Recipient Name and Address: \_\_\_\_\_

Grant Title: FFY'13 Justice Assistance Grant - Washington State

Grant Number: \_\_\_\_\_
Subaward No.: \_\_\_\_\_

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR Sections 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file, and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement must complete Section B below.

Recipients should complete Section A, B or Section C, not multiples. If a recipient receives multiple federal grants, please complete a form for each grant, Do Not Use Another Grant's Certificate when completing this application package.

Section A - Declaration of Compliance with the EEOP Requirement

I, \_\_\_\_\_ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that \_\_\_\_\_ [recipient] has prepared an EEOP and if appropriate submitted to the Office of Civil Rights, US Department of Justice a copy, pursuant to 28 CFR.

Print Name of Individual with Primary Functional Responsibility Signature Date

Section B - Declaration of Claiming Complete Exemption from the EEOP Requirement. Please check all boxes that apply.

- Recipient has less than 50 employees organization
Recipient is an educational institution
Recipient is an Indian Tribe
Recipient is a medical institution
Recipient is a non-profit
Recipient's award is less than \$25,000

I, \_\_\_\_\_ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 CFR Sections 42.302. I further certify that \_\_\_\_\_ [recipient jurisdiction] will comply with the applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print Name of Individual with Primary Functional Responsibility Signature Date

Section C - Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP for review to the Department of Commerce as long as it certifies the following (42 CFR Section 42.305):

I, \_\_\_\_\_ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that \_\_\_\_\_ [recipient jurisdiction], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR Section 42.301, et. seq., subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ [organization], at \_\_\_\_\_ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

Print Name of Individual with Primary Functional Responsibility Signature Date

## CIVIL RIGHTS REQUIREMENTS

### 1. LIMITED ENGLISH PROFICIENCY

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

### 2. FEDERAL NON-DISCRIMINATION REQUIREMENTS

The Sub recipient 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 Sub recipient 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.

### 3. NOTIFICATION OF FINDINGS OF DISCRIMINATION 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 applicant or a program partner or participant receiving grant funds, the Sub recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the (SHERIFF).

EXHIBIT "A"

The Sub recipient 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 shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

The Sub recipient 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 shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

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

The Sub recipient will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the Sub recipient is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the Sub recipient is required to develop an EEOP but not required to submit the EEOP to the OCR, the Sub recipient will submit a certification to the OCR and COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the Sub recipient is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to COMMERCE. Information about civil rights obligations of Sub recipients can be found at <http://www.ojp.usdoj.gov/ocr/>

**5. SUB RECIPIENT DUTY TO ENSURE SUB-RECIPIENTS COMPLIANCE**

The Sub recipient is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

As the individual with primary functional responsibility for equal opportunity/civil rights compliance for the Sub recipient jurisdiction, I hereby certify that the Sub recipient will comply with the above Civil Rights requirements specified in this certification.

\_\_\_\_\_  
SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY

\_\_\_\_\_  
TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

\_\_\_\_\_  
JURISDICTION/ORGANIZATION REPRESENTED

\_\_\_\_\_  
DATE