

RESOLUTION 2015 - 01



ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON APPROVING
SUBRECIPIENT AGREEMENT WITH THE
YAKIMA COUNTY SHERIFF'S OFFICE**

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 January 1, 2015 and terminating December 31, 2015; 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 12th day of January, 2015.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, GMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

EXHIBIT "A"
STOP VIOLENCE AGAINST WOMEN
FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: F14-31103-038
1. NAME/ADDRESS: City of Sunnyside 401 Homer St Sunnyside, WA	2. ORIGINAL CONTRACT AMOUNT: <p style="text-align: center;">\$3,000.00</p>	5. PREVIOUS CONTRACT AMOUNT:
	3. MATCH REQUIREMENT: <p style="text-align: center;">\$1,837.00</p>	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: <p style="text-align: center;">\$3,000.00</p>	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT INFO: John Chumley Phone: 509-836-6244 Email: jchumley@ci.sunnyside.wa.us	9. COUNTY PROGRAM CONTACT INFO: Yakima County Sheriff's Office Detective R. Engquist P O Box 1388 Yakima, WA 98907 (509) 574-2565	10. COUNTY FISCAL CONTACT INFO: Yakima County Sheriff's Office Marsha Graf, Senior Accountant P O Box 1388 Yakima, WA 98907 (509) 574-2606 Marsha.graf@co.yakima.wa.us
11. CONTRACT START DATE: <p style="text-align: center;">January 01, 2015</p>	12. CONTRACT END DATE: <p style="text-align: center;">December 31, 2015</p>	
13. FUNDING AUTHORITY: Department of Justice, OVW		
14. CFDA NUMBERS(S): <p style="text-align: center;">16.588</p>	15. CFDA TITLE(S): <p style="text-align: center;">Violence Against Women Formula Grants</p>	
16. PURPOSE: To support grant activities funded through the FFY 2014 STOP Violence Against Women Program		
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – Special Terms and Conditions EXHIBIT B – Scope of Work EXHIBIT C – Budget; EXHIBIT D-Copyright Provisions; EXHIBIT E-Standard Assurances EXHIBIT F-Equal Rights Opportunity Plan Certification;		
This Agreement contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have authority to enter into this Agreement.		
CONTRACTOR _____ Name, Executive Director _____ Date _____ Attest: _____ Tiera L. Girard, Clerk of the Board	BOARD OF YAKIMA COUNTY COMMISSIONERS _____ Kevin J Bouchey, Chairman _____ Michael D. Leita, Commissioner _____ J. Rand Elliott, Commissioner <i>Constituting the Board of County Commissioners for Yakima County, Washington</i> Approved as to form: _____ Deputy Prosecuting Attorney WSBA#	

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
 - A. "Contract" means this County and the Contractor Contract on General Terms and Conditions and any Exhibits and other documents attached or incorporated by reference.
 - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - D. "Sheriff" means the Sheriff of Yakima County Sheriff's Office.
 - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
 - F. "Personal Information" means 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.
 - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
 - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
 - J. "USCA" means United States Code Annotated. All references to USCA chapters or sections in this Contract shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/index.html>
 - K. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

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2. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
4. **Billing Limitations:** Contractor shall submit monthly invoices of actual amounts to: Yakima County Sheriff's Office, P O Box 1388, Yakima, WA 98907. Supporting documentation is required to be submitted. The County shall pay the Contractor within 45 days after receiving an invoice. All billings must be received no later than 60 days after the close of the contract to be considered for payment.

The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Sheriff's Office and the Sheriff's decision shall be final and not capable of right to appeal.

5. **Circulars "COMPLIANCE MATRIX":** The following compliance matrix identifies the OMB Circulars that contain the requirements, which govern expenditure of federal funds. These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The federal Circulars, which provide the applicable administrative requirements, cost principles and audit requirements, are identified by subrecipient organization type.

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.

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7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
8. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
9. **Disputes:** A Dispute Board shall determine Disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
10. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Yakima County Sheriff's Office will require detailed back-up documentation for all expenditures. Match of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

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The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 15 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 15, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
 - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
 - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and

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automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
 - A. Document performance of all acts required by law, regulation, or this Contract;
 - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
 - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this Contract immediately and bar the Contractor from performing any services for the County in the future.
20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - A. Applicable federal and State of Washington statutes and regulations;
 - B. Special Terms and Conditions of this Contract;
 - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material

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which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Sheriff or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the

Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Subrecipients:**
- A. **General:** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Contract, the Contractor shall:
- I. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

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- II. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - III. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - IV. Incorporate OMS Circular A-133 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;
 - V. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - VI. Comply with the applicable requirements of applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions and any future amendments to them, and any successor or replacement Circulars or regulations; and
 - VII. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- B. Single Audit Act Compliance: If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- I. Submit to the County contact person, listed on the first page of this Contract, the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - II. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
- C. Overpayments: If it is determined by the County, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the County may require the Contractor to reimburse the County in accordance with appropriate applicable Circulars defined under Circulars "Compliance Matrix" found in item 5. of the General Terms and Conditions.
26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive.

Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 27 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
29. **Termination**
 - A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.
 - B. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
30. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
31. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and

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effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

32. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Sheriff or designee has the authority to waive any term or condition of this Contract on behalf of the County
33. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor: City of Sunnyside
401 Homer St
Sunnyside, WA 98944

County: Yakima County Sheriff's Office
P O Box 1388
Yakima, WA 98907

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Sub grantee agrees that all materials and publications (written, visual, or sound) but excluding press releases, newsletters and issue analyses, issued by Sub grantee describing programs or projects funded in whole or in part with federal funds under this Grant and shall contain the following statements:

“This project was supported by Grant No. 2013-WF-AX-0055 awarded by the Office on Violence Against Women, US Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce.”

The Sub grantee agrees to submit to COUNTY one copy of all required reports and any other written materials or products that are funded under this Grant not less than twenty (20) days prior to public release for review by the Office on Violence Against Women. Prior review and approval is required if grant funds are to be used to publish or distribute reports and other written materials developed under this Grant. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the Sub grantee will not be allowed to use project funds to support the further development or distribution of the materials.

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 COUNTY and their contact information are identified on the Face Sheet of this Grant.

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

3. COMPENSATION

COUNTY shall pay an amount not to exceed **\$3,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A – Scope of Work. Sub grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

Sub grantee shall provide a non-federal match. The total match to be provided shall be at least **\$1,837.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expenditure amount of match funds must be identified on the invoice voucher form provided by COUNTY.

Transfer of any amount between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation of an amendment by Sub grantee and COUNTY.

Payment normally will be on a reimbursement basis only. However, the Sub grantee may, in writing, request approval of advance payment of federal funds to cover a specific allowable cost. COUNTY, at its discretion, may approve and make the requested advance payment. The expenditure of advance payment shall be reflected in the next quarterly report filed by the Sub grantee.

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Consultant fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day. Travel expenses incurred or paid by the Sub grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed at <http://www.ofm.wa.gov/resources/travel/colormap.pdf>.

The Sub grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office on Violence Against Women Financial Grants Management Guide, which can be found at <http://www.ovw.usdoj.gov/docs/ovw-fgmg.pdf>.

4. BILLING PROCEDURES AND PAYMENT

COUNTY will pay Sub grantee upon acceptance of program activities provided and receipt of properly completed invoices. Invoices shall be submitted at least quarterly, but not more often than monthly. The Invoice Voucher shall be submitted to Marsha Graf, Yakima County Sheriff's Office, P O Box 1388, Yakima, WA 98907.

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

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

Duplication of Billed Costs

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

5. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report must include the STOP Grant funded activities of the Subgrantees and is due to COMMERCE **December 31, 2014** (for the performance period January 1, 2014 through December 31, 2014). The Grantee and Subgrantees shall maintain documentation and records that support the progress reports.

6. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COUNTY may, by written notification to the Sub grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this grant to the contrary, at any time during the grant period, COUNTY may analyze grant expenditures as a proportion of the grant budget. If COUNTY determines, in its sole discretion, that the grant funding is underutilized, COUNTY, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COUNTY as a result of a budget reduction may be made available to other sub grantees for the provision of eligible program activities.

7. EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

The Sub grantee agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

8. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

9. ACORN PROVISION

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

10. REDUCING TEXT MESSAGING WHILE DRIVING

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

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Face Sheet
- Exhibit A - Special Terms and Conditions
- Exhibit B – Scope of Work
- Exhibit C – Budget
- Exhibit D – Copyright Provisions
- Exhibit E – Standard Assurances
- Exhibit F – Equal Employment Opportunity Plan Certification
- General Terms and Conditions
- Application for Funding as submitted and approved by COUNTY

12. POLITICAL ACTIVITIES

Political activity of Grantee 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 measure or for or against the candidacy of any person for public office.

EXHIBIT B

SCOPE OF WORK

January 1, 2015 through December 31, 2015

The City of Sunnyside shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the grant period.

This Grant is not a Benefit or Entitlement to the Sub grantee. It is not to be used to acquire property or services for the city government's direct benefit. The principle purpose of this Grant is to provide funding for City of Sunnyside to accomplish a public purpose.

Funding from this grant must be used to support the Sub grantee's STOP Violence Against Women Formula Grant Program. Sub grantee must ensure that activities funded under this grant program are available to adult or teen victims of domestic violence, sexual assault, dating violence, or stalking during Sub grantee's regular business hours and shall include, but not be limited to:

Sunnyside Police Department

- training related to crimes involving adult or teen victims of domestic violence, sexual assault, dating violence, and/or stalking;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or teen victims of sexual assault, domestic violence, dating violence, or stalking;
- attend local and/or national training sessions;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or teen victims of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Victim Safety: Sub grantee agrees grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by the federal Office on Violence Against Women or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.

Food and Beverage Costs: Sub grantee agrees grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers.

Outreach, Public Awareness and Education Activities: Grant funds may only be used to support, inform, and outreach to victims about available services. Sub grantee agrees grant funds will not be used to conduct public awareness or community education campaigns or related activities.

Coordinated Community Response Team: The Sub grantee shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence, or stalking and hold offenders accountable. OCVA Program Staff may

EXHIBIT "A"

conduct periodic checks for compliance with participation in the CCR. Noncompliance may result in suspension of payments to Sub grantee under this Grant.

DELIVERABLES

The Sub grantee shall be responsible for the following deliverables:

1. Participation in coordinated community response meetings at least quarterly – As detailed above
2. Reports – As described in Section 5 of Special Terms and Conditions
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. Participation in at least 75% of coordinated community response meetings
2. 100% of required reports will be submitted on time
3. 90% of vouchers will be completed on time

BUDGET

Description	Amount
Travel expenses for training to meet the STOP Violence Against Women grant	\$3,000.00

See Scope of Work for detailed description of duties.

TOTAL CONTRACT AMOUNT \$3,000.00

Transfer of funds between line item budget categories must be approved by Yakima County Sheriff. A cumulative amount of these transfers exceeding ten (10) percent of the total grant award shall be subject to justification and negotiation of an amendment by Sub grantee and the Yakima County Sheriff's Office.

The project match must be met by governmental entities unless otherwise agreed upon and fulfilled by STOP Grant county partners.

NEW REQUIREMENT: No grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Please submit monthly invoices by the 10th following service delivery to:

**Marsha Graf
Yakima County Sheriff's Office
P O Box 1388
Yakima, WA 98907**

Special Condition Regarding Copyright Provisions

Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

- (a) any work that is subject to copyright and was developed under this award, sub-award, contract or subcontract pursuant to this award; and
- (b) any work that is subject to copyright for which ownership was purchased by a recipient, sub-recipient or a contractor with support under this award.

In addition, the Grantee (or sub-recipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Grantee (and of each sub-recipient, contractor or subcontractor as applicable) to ensure that this condition is included in any sub-award, contract or subcontract under this award.

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control 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. § 2000d); 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); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date

Equal Employment Opportunity Plan (EEOP) Certification

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

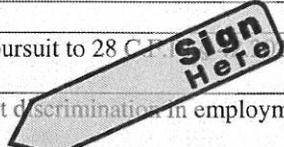
Recipient's Name:	City of Sunnyside	DUNS Number:	835419656
Address:	401 Homer St Sunnyside, WA 98944		
Grant Title:	STOP VAWA	Grant Number:	2014-WF-AX-0053
		Award Amount:	\$3,000.00
Name and Title of Contact Person:	John Chumley, Detective		
Telephone Number:	(509) 836-6244	E-Mail Address:	jchumley@ci.sunnyside.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- | | | |
|---|---|--|
| <input type="checkbox"/> Recipient has less than fifty employees. | <input type="checkbox"/> Recipient is an Indian tribe. | <input type="checkbox"/> Recipient is a medical institution. |
| <input type="checkbox"/> Recipient is a nonprofit organization. | <input type="checkbox"/> Recipient is an educational institution. | <input type="checkbox"/> Recipient is receiving an award less than \$25,000. |

I, _____ [responsible official],
 certify that _____ [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.305.
 I further certify that _____ [recipient]
 will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.



 Print or Type Name and Title Signature Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
 certify that _____ [recipient]
 Which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 25 CFR pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

 _____ [organization],
 _____ [address].

 Print or Type Name and Title Signature Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient]
 Which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

 Print or Type Name and Title Signature Date

CIVIL RIGHTS REQUIREMENTS CERTIFICATION

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 (LEP) 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.

2. FEDERAL NON-DISCRIMINATION REQUIREMENTS

The Sub grantee 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 grantee 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 Sub grantee or a program partner or participant receiving grant funds, the Sub grantee 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 Department of Commerce (COMMERCE).

The Sub grantee 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 grant number and program title.

4. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The Sub grantee 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 grantee is not required to formulate an EEOP, it will submit a certificate form to the Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the Sub grantee is required to develop an EEOP but not required to submit the EEOP to the OCR, the Sub grantee will submit a certification to COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the Sub grantee 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 COMMERCE to claim the exemption. Information about civil rights obligations of Sub grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

EXHIBIT "A"

5. **NON-SUPPLANTING CERTIFICATION**

No STOP Grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. STOP Grant funds will be used to increase the total amount of funds used to combat violence against women. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

6. **GRANTEE DUTY TO ENSURE SUBGRANTEES COMPLIANCE**

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

As the duly authorized representative of the Sub grantee, I hereby certify that the Sub grantee will comply with the above Civil Rights requirements specified in this Certification.



Signature of Authorized Official

Title of Authorized Official