

RESOLUTION 2015 - 26

 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, 2016; 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.

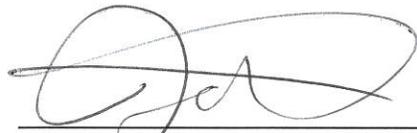
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

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 13th day of April, 2015.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

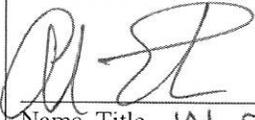
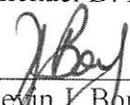
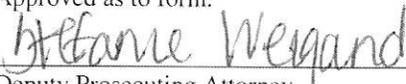
APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

EXHIBIT "A"

**YAKIMA COUNTY HIDTA TASK FORCE
FACE SHEET**

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBGRANTEE <input type="checkbox"/> VENDOR		CONTRACT NUMBER: G15NW0006A
1. SUBRECIPIENT NAME/ADDRESS: Name, Title Agency City of Sunnyside Address 401 Homer St Sunnyside, WA 98944	2. ORIGINAL CONTRACT AMOUNT: \$17,374	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT: \$0	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: \$17,374	7. NEW TOTAL CONTRACT AMOUNT:
8. SUBRECIPIENT CONTACT INFO: Name Albert Escalera , Chief Phone: Fax:	9. COUNTY PROGRAM CONTACT INFO: Brian Winter, Sheriff Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907	10. COUNTY FISCAL CONTACT INFO: Marsha Graf Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907
11. CONTRACT START DATE: 01/01/15	12. CONTRACT END DATE: 12/31/16	
13. FUNDING AUTHORITY: Northwest HIDTA		
14. CFDA NUMBERS(s): 95.001	15. CFDA TITLE(S): High Intensity Drug Trafficking Areas Program	
16. PURPOSE: Yakima County High Intensity Drug Trafficking Area (HIDTA) task force		
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 – Certifications and Assurances		
This Contract 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 Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
CONTRACTOR  Name, Title <u>Police Chief</u> <u>Al Escalera</u> Date <u>3-9-15</u>		BOARD OF YAKIMA COUNTY COMMISSIONERS  J. Rand Elliott, Chairman  Michael D. Leita, Commissioner  Kevin J. Bouchey, Commissioner Consulting the Board of County Commissioners for Yakima County, Washington
Attest:  Tiera L. Girard, Clerk of the Board		Approved as to form:  Deputy Prosecuting Attorney

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" the term contract is intended to mean an agreement creating obligations enforceable by law between the County and the Contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Special Terms and Conditions including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
 - 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. "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.
 - E. "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.
 - F. "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.
 - G. "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/>.
 - H. "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.
 - I. "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 maintain a written record of expenses and submit monthly invoices detailing expenses for reimbursement to: Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. 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 and the Sheriff's decision shall be final and not capable of right to appeal.

5. **Circulars:** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost principles and audit requirements. These Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement Circulars or regulations.
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.
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 Principles 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 Principles or Subrecipients becomes debarred.

EXHIBIT "A"

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. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement 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.

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 hold 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 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

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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 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

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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) in Title 2, Subtitle A, Chapter II, Part 200.93 "Subrecipients" of the Code of Federal Regulations (CFR), 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;
 - II. Maintain written 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;

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- IV. Incorporate Title 2, Subtitle A, Chapter II, Part 200, Subpart F, "Audit Requirements" into all agreements between the Contractor and its Subrecipients who are subrecipients;
 - V. Comply with all applicable requirements of Title 2 of the Code of Federal Regulations and any future amendments to them, and any successor or replacement Circulars or regulations; and
 - VI. 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 \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single 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 Title 2, Subtitle A, Chapter II, Part 200, Subpart F, "Audit Requirements", 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 Title 2, Subtitle A, Chapter II, Part 200, Subpart F, "Audit Requirements", 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.
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 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 Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.

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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: Albert Escalera, Chief
City of Sunnyside
401 Homer St.
Sunnyside, WA 98944

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

SPECIAL TERMS AND CONDITIONS

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP'S HIDTA Program Policy and Budget Guidance,
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Northwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at El Paso Intelligence Center.

SCOPE OF WORK

The purpose of the Yakima County HIDTA Task Force Program is to enhance and coordinate drug-control efforts among local, state, and Federal law enforcement agencies in order to eliminate or reduce drug trafficking and its harmful consequences in the Northwest HIDTA region.

The contractor will implement the Yakima County HIDTA Task Force Program as specified in the Sheriff's grant agreement for 2015's Yakima County HIDTA Task Force Program funding, and in compliance with the Assurances and Certifications made in conjunction with that application.

As a member of the Law Enforcement Against Drugs (L.E.A.D.) Narcotics Gang Task Force, the Contractor will provide the Task Force with:

- A minimum of one (1) commissioned officer whose overtime for HIDTA specific cases is grant eligible costs.

BUDGET

City of Sunnyside

Program Year: January 1, 2015 – December 31, 2016

Budget Detail:

Description	Amount
Overtime	\$17,374.00
Total	\$ 17,374.00

Please submit monthly bills within the month following service delivery with back-up documentation to:

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

* BUDGET LINE ITEM ADJUSTMENTS: The Contractor may request that the budget be adjusted up to 5% of the total annual contract amount between line items of cost based on written request from the contractor and written approval from the County. Adjustments must be within existing line items in the contract for items already deemed necessary to the project.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

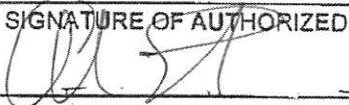
NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. U. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

EXHIBIT "A"

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U. S. C. 276a to 276a - 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et esq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et esq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L..93-205).
12. Will comply with the Wild and Scenic: Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p>  <p>Albert Escalera</p>	<p>Title</p> <p>Chief</p>
<p>APPLICANT ORGANIZATION</p> <p>City of Sunnyside Police</p>	<p>Date Submitted</p> <p>3-9-15</p>

OFFICE OF NATIONAL DRUG CONTROL POLICY

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS**

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statues and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant 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, and 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 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 being paid to any person for influencing or attempting to influence 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 document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

- A. The applicant 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) Have not within a three-year period preceding this application been convicted of or and 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 o otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default;and
- B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

- A. The applicant 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 applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (b) Establishing an on-going drug free awareness program to inform employees about

EXHIBIT "A"

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (d) 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);
- (e) 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;
 - (f) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;
 - (g) 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;
 - (h) 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 applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state, zip code)

Yakima County Sheriff's Office

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

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

- A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and
- B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATIN STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 if the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute

EXHIBIT "A"

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address:

City of Sunnyside
401 Homer St
Sunnyside, WA 98944

Application Number and/or Project Name:

G15NW0006A

Yakima County HIDTA Task
Force

Grantee IRS/Vendor Number:

Type Name and Title of Authorized
Representative:

Albert Escalera, Chief

5. Signature:



6. Date:

3-8-15

EXHIBIT "A"

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change only Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of reporting Entity</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known:</p> <p>City of Sunnyside 401 Homer St Sunnyside, WA 98944 Congressional District, if known _____</p>	<p>5. If reporting entity in No. 4 is Subawardee, Enter name and address of Prime:</p> <p>Yakima County Sheriff's Office P O Box 1388 Yakima, WA 98907</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p> <p>ONDCP</p>	<p>7. Federal Program Name/Description:</p> <p>HIDTA</p>	
<p>8. Federal Action Number, if known</p> <p>G15NW0006A</p>	<p>9. Award Amount, if known</p> <p>\$112,900.00</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p>None</p>	<p>b. Individuals Performing Services (including address if (if individual, last name, first name, MI) different from No. 10a) last name, first name, MI)</p> <p>None</p>	

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

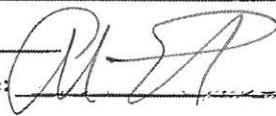
<p>11. Amount of Payment (check all that apply):</p> <p>\$ <u>N/A</u> actual _____ planned _____</p>	<p>13. Type of Payment (check all that apply):</p> <p>_____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other, specify _____</p>
<p>12. Form of Payment (check all that apply):</p> <p>_____ a. cash _____ b. in-kind; specify: nature _____ value _____</p>	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

HIDTA Related Initiatives

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes No

<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: Albert Escalera Title: Chief Telephone No.: _____ Date: <u>3-9-15</u></p>
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