

RESOLUTION 2012 - 06

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

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

WHEREAS, the parties have negotiated a subrecipient contract beginning July 1, 2011 and terminating June 30, 2012; 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.

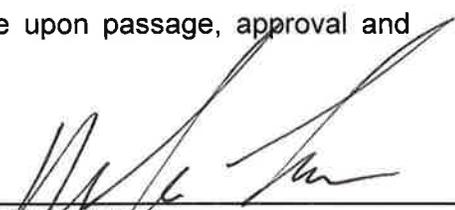
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

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 9th day of January, 2012.



MIKE FARMER, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

EXHIBIT "A"

**MULTI-JURISDICTIONAL GANG-DRUG TASK FORCE PROGRAM
FACE SHEET**

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBGRANTEE <input type="checkbox"/> VENDOR		CONTRACT NUMBER: M11-34021-019
1. SUBRECIPIENT NAME/ADDRESS: Name, Title Agency City of Sunnyside Address 401 Homer St Sunnyside, WA 98944	2. ORIGINAL CONTRACT AMOUNT: \$20,535.00	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT: \$0	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: \$20,535.00	7. NEW TOTAL CONTRACT AMOUNT:
8. SUBRECIPIENT CONTACT INFO: Name Edwin Radder, Chief Phone: Fax:	9. COUNTY PROGRAM CONTACT INFO: Ken Irwin, 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: 07/01/11	12. CONTRACT END DATE: 06/30/12	
13. FUNDING AUTHORITY: Washington State Department of Commerce/US Department of Justice federal funding		
14. CFDA NUMBER(S): 16.738	15. CFDA TITLE(S): Edward Byrne Memorial Justice Assistance Grant Program	
16. PURPOSE: To provide local and tribal governments with U.S. Department of Justice, Bureau of Justice Assistance funds to interdict gang and drugs through the multi-jurisdictional efforts of law enforcement and prosecution.		
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		
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		BOARD OF YAKIMA COUNTY COMMISSIONERS
_____	_____	
Name, Title	Kevin J. Bouchey, Chairman	
_____	_____	
Date	J. Rand Elliott, Commissioner	
_____	_____	
Attest:	Michael D. Leita, Commissioner <i>Constituting the Board of County Commissioners for Yakima County, Washington</i>	
_____	Approved as to form:	
Tiera L. Girard, Clerk of the Board	_____	
	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" 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 at the 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 ("Subcontractor") 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>

EXHIBIT "A"

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/>.

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, 1822 S. First Street, 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 "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

EXHIBIT "A"

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 Subcontractors 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 Subcontractors 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. 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. **Insurance:** The County certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
16. During the term of the contract, the Contractor shall maintain in force, at its expense, insurance as noted below. There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to the participating agencies.

Workers' Compensation insurance in compliance with RCW 51.12.020, which requires subject employers' to provide workers' compensation coverage for all their subject workers. Employers Liability insurance (or Stop Gap) for not less than \$1,000,000 each accident or disease. The Contractor's Mutually Negotiated Waiver of Employer's Immunity under Title 51 RCW agrees, intends and promises that its duty to defend, indemnify, and hold harmless Yakima County, its officers, employees, agents, volunteers, and insurers under this Agreement shall be fully effective regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, based upon mutual negotiation between the Contractor and Yakima County, Contractor hereby expressly waives its immunity from tort liability under Title 51 RCW, but only to the extent such legal

EXHIBIT "A"

rights under this Agreement or other applicable law to be fully defended, indemnified, and held harmless by Contractor from claims or suits by Contractor's workers or employees, or any assignee of or anyone subrogated to any of their rights or their interests for injuries or losses experienced by Contractor's workers or employees caused by the acts or omissions of Contractor or by the acts or omissions of anyone directly or indirectly employed by or under Contractor or anyone for whose acts Contractor might be liable absent the provisions to Title 51 RCW. The Contractor shall provide to the County proof of insurance. The coverage provided to Yakima County, its officers, employees, agents, volunteers, and insurers as Additional Insureds shall be primary and not contributory to any other insurance that may be available to such Additional Insureds.

The Contractor certifies that it has liability insurance with coverage in the sum of \$1,000,000. The Contractor shall carry Commercial General Liability Insurance to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The Contractor shall pay for losses for which it is found liable.

17. **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.

18. **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.

19. **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.

20. **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.
21. **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.
22. **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.
23. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Sheriff of the Yakima County Sheriff's Office or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subcontractor 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 subcontractor be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subcontractor'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.
24. **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:

EXHIBIT "A"

- 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 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 Subcontractors 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; Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5673(b)); 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; The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39; 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). (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;

EXHIBIT "A"

- 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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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

EXHIBIT "A"

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).

- 30. **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.

- 31. **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: Chief Edwin Radder
City of Sunnyside
401 Homer St.
Sunnyside, WA 98944

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

SPECIAL TERMS AND CONDITIONS

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement:

“This project was supported by funds awarded by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice. Grant funds are administered by the Washington State Department of Commerce, Community Services and Housing Division, Public Safety Unit.”

2. AGREEMENT 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 Agreement,

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

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

3. COMPENSATION

Sheriff shall pay an amount not to exceed that specified in Block 4 of this Agreement's Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. BILLING PROCEDURES AND PAYMENT

The Sheriff will pay the Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative of Sheriff, not more often than monthly.

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

EXHIBIT "A"

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

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

No payment in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Sheriff,

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

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

5. **INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect Sheriff should there be any claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give Sheriff thirty (30) calendar days advance notice of any insurance cancellation, non-renewal, or modification.

The Contractor shall submit to Sheriff within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

EXHIBIT "A"

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors, and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts, or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name Sheriff as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at Sheriff's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that Sheriff will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

Above insurance policy shall include the following provisions:

- 1. **Additional Insured.** The state of Washington, Sheriff, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- 2. **Identification.** The policy must reference Sheriff's Agreement number and the State agency name.
- 3. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Sheriff's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

EXHIBIT "A"

4. Excess Coverage. By requiring insurance herein, Sheriff does not represent that coverage and limits will be adequate to protect the Contractor, and such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to Sheriff in this Agreement.

Local Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program—With prior approval from Sheriff, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from Sheriff, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: (1) Governmental Accounting Standards Board (GASB), (2) Financial Accounting Standards Board (FASB), and (3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractors shall provide annually to Sheriff a summary of coverages and a letter of self insurance, evidencing continued coverage under the Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

6. **FEDERAL NON-DISCRIMINATION REQUIREMENTS**

The Contractor will comply with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (42 U.S.C. § 10604(e));
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- Executive Order 13279 (equal protection of the law for faith-based and community organizations); and

EXHIBIT "A"

- 28 C.F.R. Part 37 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

The Contractor shall further comply with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

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

7. NOTIFICATION OF FINDINGS OR 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 Contractor receiving grant funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR) and Sheriff.

The Contractor shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

8. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The Contractor 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 Contractor is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and Sheriff indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR and Sheriff certifying that it has an EEOP on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and Sheriff. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to Sheriff. Information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm

9. 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 Persona with Limited English Proficiency have

EXHIBIT "A"

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.

10. **ORDER OF PRECEDENCE**

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

1. Applicable federal and state of Washington statutes and regulations.
2. Special Terms and Conditions.
3. General Terms and Conditions.
4. Exhibit B—Statement of Work.
5. Exhibit C—Budget.
6. Criminal Justice Grants—Policies and Procedures Guide published by COMMERCE, as amended.

SCOPE OF WORK

The purpose of the Byrne Justice Assistance Grant (JAG) Gang-Drug Task Force Program is to reduce the availability, use, and trafficking of illegal drugs, guns, and the profit of criminal gang and drug organizations by working cooperatively to identify, interdict, dismantle, and prosecute targeted gang and drug-trafficking organizations. JAG Task Forces work across local, state, and federal jurisdictions to dismantle or disrupt mid- to upper-level criminal organizations to make communities safer and healthier by reducing drug availability and organized crime.

The contractor will implement the JAG Gang-Drug Task Force Program as specified in the Sheriff's SFY 2012 application for Byrne JAG Gang-Drug 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 Task Force, the Contractor will provide the Task Force with:

- A minimum of one (1) commissioned officer dedicated to the project (full time).
- A Task Force agreement to an audit of its performance, as described in the Commerce's Byrne JAG Task Force Peer Review Program Guide, a minimum of once per biennium; and to participate in a follow-up of the Peer Review within the following year.
- Support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions.

BUDGET

City of Sunnyside

Program Year: SFY 2012 (July 1, 2011 – June 30,2012)

Budget Detail:

Description	Amount
Salaries	\$ 15,729.81
Benefits	\$ 4,805.19
Total	\$ 20,535.00

The Justice Assistance Grant funds provided through this grant are from the normal congressional appropriations for the US Department of Justice, and are not from appropriations made under authority of the American Recovery and Reinvestment Act of 2009.

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.