

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202404007

Originating Department:	Executive
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Justice Project
Contract or Grant Administrator:	Kayla Schott-Bresler
Contractor's / Agency Name:	Washington State Department of Commerce
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>F22-34440-627</u> CFDA#: <u>16.738</u>	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>245,903</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This Contractor will provide funding for Justice Project project management and Justice project data work. The grant from WA State Dept of Commerce is a pass-through of federal fund from the Department of Justice.	
Term of Contract: 12 months	Expiration Date: 12/31/24

Contract Routing:	1. Prepared by: <u>Kayla Schott-Bresler</u>	Date: <u>03/18/2024</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>3/18/2024</u>
	3. AS Finance reviewed: <u>Amy Martin</u>	Date: <u>3/20/2024</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <input checked="" type="checkbox"/>	Date: <u>4/15/24</u>
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB2024-221</u>	Date: <u>4/9/24</u>
	8. Executive signed: <input checked="" type="checkbox"/>	Date: <u>4/11/24</u>
	9. Original to Council: _____	Date: _____

WHATCOM COUNTY
Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225



Satpal Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council

FROM: Kayla Schott-Bresler, Strategic Initiatives Manger

RE: JAG Grant Agreement

DATE: March 20, 2024

Enclosed is a grant agreement between the Washington State Department of Commerce and Whatcom County for Council approval and Executive signature.

▪ **Background and Purpose**

In late 2023, the Executive's Office submitted a grant agreement to the JAG funding program through Commerce's Office of Firearm Safety & Violence Prevention to fund data work associated with the Whatcom County Justice project. The Executive's Office was awarded the contract, which will fund the following activities during 2024:

- Project management and facilitation for the County's IPRTF/JPOP committees, which will oversee progress of the County's criminal justice reform initiative through a data dashboard and other quantitative and qualitative assessments of success.
- Supplies, equipment and licenses associated with backend data work in the County's Information Services group. Data will be pulled from the Prosecuting Attorney, Public Defender, Courts, Sheriff, and Health and Community Services.
- Informatics and communications consultants to analyze and communicate data related to Implementation Plan projects and other reform efforts.

▪ **Funding Amount and Source**

This grant agreement provides for \$245,903 in federal pass through funds to Whatcom County.

If you have any questions, please contact Kayla Schott-Bresler at x5220 (kschottb@co.whatcom.wa.us).



DocuSign Contract Review and Routing Form




Office of Firearm Safety and Violence Prevention – Community Safety Unit

Type of Action: New Contract/Grant Amendment IAG
 Federal State

Contractor/Grantee Name: Whatcom County

Contract/Grant Number: F22-34440-627

Term: 1/1/2024 to 12/31/24

Review by:	Name:	Initial/Date:
Contract Manager	Staci Nunez	 3/18/2024 12:18 PM PDT
Portfolio Manager	Aaron Edenshaw	 3/18/2024 12:27 PM PDT
Executive Director	Kate Kelly	 3/18/2024 1:00 PM PDT



Federal Interagency Agreement with

Whatcom County

through

**Office of Firearm Safety & Violence Prevention – Community Safety
Unit**

Contract Number:

F22-34440-627

For

As a result of NOFO #F22-34440-600, this funding will support a project to collect, analyze, and publicly communicate criminal justice system data in order to increase transparency, make better decisions, and improve outcomes for individuals involved in the criminal legal system.

Dated: Monday, January 1, 2024



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Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 10/1/20

Federal Award Identification Number (FAIN): 15PBJA-22-GG-00610-JAGX

Federal Awarding Agency: Department of Justice

Total amount of federal funds obligated to this Subrecipient for this program: \$245,903

Total amount of federal funds obligated to this Subrecipient for all programs: \$245,903

Awarding official: Michael Fong, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

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

"This project was supported by Grant No. 15PBJA-22-GG-00610-JAGX awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Community Safety Unit, Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$245,903 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the terms of Attachment A, Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$245,903, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at state travel reimbursement rates in effect on the date of travel.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion



of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to 10% of Modified Total Direct Costs (MTDC) may be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE on a quarterly basis.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number F22-34440-627. If expenses are invoiced, provide a detailed breakdown of each type. A copy of a General Ledger (GL) report from the contractor detailing all expenses billed to this contract on the quarterly invoice will accompany each invoice in order to receive reimbursement.

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

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).



8. **AUDIT**

If the Grantee expends \$750,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending \$750,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit Grantee shall send all audit documentation to the [Federal Audit Clearinghouse](#).

If the Grantee expends **less** than \$750,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the Grantee shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

9. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. **DEBARMENT**

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i.** The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

12. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents thereof.
- E.** "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G.** "State" shall mean the state of Washington.
- H.** "Subaward" shall mean an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.
- I.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean subcontractor(s) in any tier.
- J.** "Subrecipient" or "Subgrantee" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
- i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii.** All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,



and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. **LICENSING, ACCREDITATION AND REGISTRATION**

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

11. **RECAPTURE**

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

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

12. **RECORDS MAINTENANCE**

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



The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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



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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;



- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

JAG Priority Area Background & Context:

JAG is a primary source of federal funding to state and local jurisdictions supporting a range of criminal legal system improvement and community advancement programs. JAG funds are intended to assist states, tribes, and local jurisdictions in leveraging additional dollars from other funding sources to support and maximize statewide efforts.

During 2023, the Washington [JAG Advisory Committee](#) developed a [Strategic Plan](#) to guide the investment of JAG funds across the state. As part of the strategic plan, the following [JAG Purpose Areas](#) were identified as **Washington's Priority Areas of Focus**:

- Planning, Evaluation and Technology Improvement
- Crime Victim Programming, Support and Advocacy
- Community Safety Enhancement and Law Enforcement Programs/Support

The Washington JAG Priority Areas are central to Washington's JAG Strategic Plan and align with Washington's JAG mission of ***"advancing criminal legal system improvement in Washington state by investing in innovative, sustainable, and data-driven practices to enhance community safety, increase collaboration and support victims of crime and those involved in the criminal legal system."***

Whatcom County's Justice Improvement Project Background & Context

In 2022, the Whatcom County Council formed, by resolution, a 38 voting member Justice Project Stakeholder Advisory Committee (SAC) to conduct a community-driven needs assessment focused on the behavioral health and criminal legal systems. The SAC represented local governments, Tribal Nations, community-based service providers, criminal legal system agencies, and people with lived experience in the criminal legal system. The task was to understand the systems' problems, determine priority needs and gaps, and make recommendations for change. The final report, the Whatcom County Justice Project Needs Assessment (<https://www.whatcomcounty.us/DocumentCenter/View/72627/>) was accepted by the Whatcom County Council in February 2023. It is the basis for the Implementation Plan to address priority needs and gaps in systems, services, and facilities in the next one to three years.

JAG Priority Areas

The work funded by this contract aligns with the following JAG Priority Areas:

- Planning, Evaluation and Technology Improvement
- Community Safety Enhancement and Law Enforcement Programs/Support

Scope of Work Funded by this Contract



The Contractor will collect, analyze, and publicly communicate criminal justice system data in order to increase transparency, make better decisions, and ultimately improve outcomes for individuals involved in the criminal legal system. The Contractor will support project management, communications and informatics work, and equipment/supplies/licenses associated with information technology systems.

Program Implementation and Impact

Of the needs and recommendations in the Needs Assessment, the following two needs (pages 10-11, 55-60) drive the proposed project:

- Need A6: System for collecting consistent data from all intercept points in the criminal, legal, and behavioral health systems.
- Need A7: Data dashboard to track trends in criminal legal system, racial disparities in the system, and incarceration prevention and reduction efforts.

The Contractor will hire consultants and professional staff to undertake the technical, analysis, and communications work required to reach the goals of building a system for collecting consistent data from all intercept points and complete the migration of selected indicator data into a consolidated database; and build and launch a data dashboard that will have the capacity to track and publicly present trends and outcomes of criminal legal changes, efforts to address racial disparities, and efficacy of incarceration prevention and reduction work.

- Project management and facilitation for the County's Incarceration Prevention and Force (IPRTF)/Justice Project Oversight and Planning (JPOP) committees, which will oversee progress of the County's criminal justice reform initiative through a data dashboard and other quantitative and qualitative assessments of success.
- Supplies, equipment and licenses associated with backend data work in the County's Information Services group. Data will be pulled from the Prosecuting Attorney, Public Defender, Courts, Sheriff, and Health and Community Services. Data will be used to inform a data dashboard and assessment of progress toward criminal justice system reform.
- Informatics and communications consultants to analyze and communicate data related to selected Implementation Plan projects and other reform efforts, and building a public web-based data dashboard to communicate with criminal justice systems and the public.

Subcontractors:

The Contractor will utilize subcontractors for this project. Subcontractors will include project management/facilitation for the IPRTF/JPOP and communications/informatics work. Subcontractors may also include trainers on data platform, through professional services contracts. The Contractor will follow local, state, and federal procurement regulations with respect to subcontractors.

Timeline



The Contractor will implement the project in alignment with the following timeline:

- 1st Quarter 2024
 - Procure and contract with a IPRTF/JPOP project manager and facilitator
 - IS Department begins work on selected data “migration” from case management systems, beginning with the Sheriff’s Office
 - IS Department builds a consolidated database to review data, with an emphasis on the Sheriff’s Department.
 - IS Department begins to develop ongoing data migration pathways, internal communication channels, and project teams
 - Recruit and hire CJIS for an April start date
 - Senior Applications Administrator (SAA), Executive’s Office, and criminal justice system partners identify resources such as universities and regional associations to help ensure data integrity
- 2nd Quarter 2024
 - Procure and contract with an informatics/communications specialist
 - Begin building the web-based dashboard. Works with the IPRTF and Law & Justice Council (LJC) to establish metrics to measure progress on selected projects. (<https://www.whatcomcounty.us/4086/>)
 - CIPRTF/JPOP collaborates with Information Services on selection of key dashboard indicators
- 3rd Quarter 2024
 - Develop initial data dashboard
 - Present initial data dashboard to the JPOP Committee/IPRTF for review and recommendations
 - Implements process improvements and recommendations from JPOP/IPRTF
- 4th Quarter 2024
 - Present updated work products to the JPOP/IPRTF for review and recommendations
 - Complete data analysis, evaluation plan, and plan for ongoing data migration. complete dashboard work, and both present them for review to JPOP/IPRTF/LJC, the Whatcom County Racial Equity Commission, and other stakeholders
 - Begin use of evaluation plan on selected projects



- Launch data dashboard
- Executive and Departments propose budget/policy packages to County Council to continue the work of this project into 2025

Outcomes and Performance Measures:

During the contract period, the Contractor will achieve the following outcomes:

- Procure and contract with a project manager/facilitator
- Procure and contract with a communications/data analyst
- Quarterly progress reports submitted to Commerce
- Launch Data Dashboard Planning and Implementation Process
- Present progress to stakeholders and receive recommendations
 - # of presentations conducted during the reporting period
 - # of recommendations received during the reporting period
- Develop Process Improvements
 - # of process improvements developed during reporting period

Reporting Requirements:

To meet reporting requirements for federal funding, the contractor will comply with COMMERCE and BJA on the collection of required performance measurement data. The Contractor will complete the required reports using the BJA Performance Measure Tool (PMT) online platform. It is required to select and report on all accountability measures that pertain to JAG-funded activities. Contractor is responsible for entering data and creating reports within the PMT on a quarterly basis. Report within the PMT. (See <https://bjapmt.ojp.gov/help/jagdocs.html>). For this contract, the contractor will report performance measures based on the [Assessment and Evaluation Questionnaire](#).

The Contractor will also be required to enter several performance data metrics into Commerce's Contract Management System (CMS) through the Secure Access Washington (SAW) portal with submission of their quarterly invoice. Reporting metrics will correspond with outcome measures listed above in the Outcomes and Performance Measures section.



Attachment B: Budget

Amount by Fund Source						
Item	OFSVP-CSU Funding			Other Fund Source	Other Fund Source	Total Project
PERSONNEL SERVICES						
Salaries (Full- & Part-Time)						
Personnel Benefits						
SUBTOTAL - PERSONNEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GOODS & SERVICES						
Office Supplies		\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies ²	\$ 9,311.25		\$ -	\$ -	\$ -	\$ 9,311.25
Equipment ³	\$ 53,142.00		\$ -	\$ -	\$ -	\$ 53,142.00
Consultant and Subcontracted services ⁴	\$ 135,926.30		\$ -	\$ -	\$ -	\$ 135,926.30
Automobile Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Duplicating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Buildings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - GOODS & SERVICES	\$ 198,379.55	\$ -	\$ -	\$ -	\$ -	\$ 198,379.55
Travel						
Training	\$ 30,000.00		\$ -	\$ -	\$ -	\$ 30,000.00
Other Misc. Expenses ⁵	\$ -		\$ -	\$ -	\$ -	\$ -
SUBTOTAL - OTHER DIRECT	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Indirect & Administration Costs ⁶	\$ 17,523.45	\$ -	\$ -	\$ -	\$ -	\$ 17,523.45
TOTAL EXPENDITURES	\$ 245,903.00	\$ -	\$ -	\$ -	\$ -	\$ 245,903.00

¹ Identify specific funding sources included under the "Other Fund Source" column(s) above:

	\$ -
	\$ -
	\$ -
Total	\$ -

² Operating Supplies - Itemize below:

	OFSVP- CSU Funding SFY24	OFSVP-CSU Funding SFY25
Server support (2)	\$ 5,668.00	
MS Server (2)	\$ 1,550.94	\$ -
Licenses	\$ 2,092.31	\$ -
	\$ -	\$ -
Total	\$ 9,311.25	\$ -

³ Equipment - Itemize below:

	OFSVP-CSU Funding SFY24	OFSVP-CSU Funding SFY25
Lenovo SR630 server (2)	\$ 28,000.00	\$ -
MS SQL Server	\$ 25,142.00	\$ -
	\$ -	\$ -
Total	\$ 53,142.00	\$ -

⁴ Consultant and Subcontracted Services - Itemize below:

	OFSVP- CSU Funding	OFSVP-CSU Funding SFY25
Informatics Support	\$ 65,463.00	
Project Management Facilitation	\$ 70,463.30	
	\$ -	\$ -
Total	\$ 135,926.30	\$ -

⁵ Other Miscellaneous Expenses - Itemize below:

	OFSVP-CSU Funding SFY24	OFSVP-CSU Funding SFY25
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Total	\$ -	\$ -

⁶ Indirect Administration Costs - Itemize below:

	OFSVP- CSU Funding	OFSVP-CSU Funding SFY25
10% deminimus	\$ 17,523.45	\$ -
	\$ -	\$ -
Total	\$ 17,523.45	\$ -

The Contractor may vary from the approved distribution of funds by shifting up to ten percent (10%) of the total awarded funds between categories of expense. Contractor will contact the Commerce Program



Manager for approval prior to shifting funds in this way. This authority to shift funds is limited by the following: grant funds may not be shifted into zero budgeted categories of expense except Benefits, and any shifts made may not constitute a significant change to the Scope of Work (Attachment A).

Certificate Of Completion

Envelope Id: ACF57A8A4181412FB99A7AF90F95571D
Subject: Please DocuSign: Commerce Contract#F22-34440-627
Division:
Community Services and Housing
Program: CSU
ContractNumber: F22-34440-627
DocumentType: Contract
Source Envelope:
Document Pages: 20
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Brandi Darden
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
brandi.darden@commerce.wa.gov
IP Address: 198.239.10.185

Signatures: 2
Initials: 3

Record Tracking

Status: Original
3/18/2024 9:55:04 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Brandi Darden
brandi.darden@commerce.wa.gov
Pool: StateLocal
Pool: Washington State Department of Commerce
Location: DocuSign
Location: DocuSign

Signer Events

Staci Nunez
staci.nunez@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 198.238.8.158

Timestamp

Sent: 3/18/2024 9:58:57 AM
Viewed: 3/18/2024 12:18:20 PM
Signed: 3/18/2024 12:18:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Aaron Edenshaw
aaron.edenshaw@commerce.wa.gov
Security Level: Email, Account Authentication (None), Login with SSO



Signature Adoption: Pre-selected Style
Using IP Address: 147.55.149.210

Sent: 3/18/2024 12:18:28 PM
Viewed: 3/18/2024 12:27:11 PM
Signed: 3/18/2024 12:27:25 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kate Kelly
kate.kelly@commerce.wa.gov
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 198.238.29.14

Sent: 3/18/2024 12:27:27 PM
Viewed: 3/18/2024 12:59:35 PM
Signed: 3/18/2024 1:00:02 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/18/2024 9:58:57 AM
Certified Delivered	Security Checked	4/11/2024 1:39:41 PM
Signing Complete	Security Checked	4/15/2024 4:56:12 PM
Completed	Security Checked	4/15/2024 4:56:12 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.