

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	35 Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	3520 Bureau of LE & Investigations / 352070 Drug Task Force
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
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>F20-31440-214</u> CFDA#: <u>16.738</u>	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" 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: <u>1003522002</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" 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 checked="" 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>199,375.00</u>	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: <ol style="list-style-type: none"> 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.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ <u>199,375.00</u>	
Summary of Scope: _____	
Grant agreement to interdict criminal gangs and drugs through multi-jurisdictional efforts of law enforcement and prosecution. Federal grant funds of \$199,375.00 from the Washington State Department of Commerce will help support positions in the Sheriff's Office that are assigned to the Whatcom Gang and Drug Task Force	
Term of Contract: <u>7/1/22</u>	Expiration Date: <u>9/30/23</u>

Contract Routing:	1. Prepared by: <u>D.Duling</u> DMP Date: <u>9/26/22</u> 2. Attorney signoff: <u>approved via email BW/DD</u> Date: <u>9/26/22</u> 3. AS Finance reviewed: <u>approved via email BB/DD</u> Date: <u>9/29/22</u> 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: _____ Date: _____ 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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Interagency Agreement with

Whatcom County

through

Justice Assistance Grant/Byrne Formula Grant

For

Whatcom Task Force – Multi-jurisdictional investigation and prosecution of drug, gang and violent crime; activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.

Start date: 07/01/2022
09/30/2023

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FACE SHEET

Contract Number: F20-31440-214

**Washington State Department of Commerce
Community Services Division
Community Safety Unit
Justice Assistance Grant/Byrne Formula Grant**

1. Contractor Whatcom County DBA Whatcom County Sheriff 311 Grand Ave Bellingham, Washington 98225		2. Contractor Doing Business As (optional) Whatcom Gang and Drug Task Force	
3. Contractor Representative Scott Huso Lieutenant (360) 778-6709 shuso@co.whatcom.wa.us		4. COMMERCE Representative Anica Stieve Program Manager (360) 890-6199 anica.stieve@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$199,375.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 07/01/2022	8. End Date 09/30/2023
9. Federal Funds (as applicable) \$ 199,375.00		Federal Agency: Department of Justice	CFDA Number: 16.738 Indirect Rate (if applicable): <Insert indirect rate>
10. Tax ID # N/A	11. SWV # SWV0002425-02	12. UBI # 600358208	13. UEI # NT6RMN8THTN7
14. Contract Purpose Multi-jurisdictional investigation and prosecution of drug, gang and violent crime; activity normally beyond the capacity of local jurisdictions to adequately pursue as part of existing operations.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
FOR CONTRACTOR <i>See attached</i> _____ Satpal Sidhu, Whatcom County Executive _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**WHATCOM COUNTY:
Recommended for Approval:**


Bill Elfo, Sheriff

12/04/22
Date

Approved as to form:

Approved via email Bw/DS
Prosecuting Attorney

9/26/22
Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 _____, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires _____.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2019 & October 1, 2020

Federal Award Identification Number (FAIN): 2020-DJ-BX-0039 & 15PBJA-21-GG-00291-JAGX

Total amount of the federal award: \$199,375.00

Awarding officials: Department of Justice, Office of Justice Programs

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 Contract, shall contain the following statements:

"This project was supported by Grant No. 2020-DJ-BX-0039 & 15PBJA-21-GG-00291-JAGX awarded by the 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 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 \$199,375.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. 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 \$199,375.00, 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 current state travel reimbursement rates.

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 10% of modified total direct costs (MTDC) will 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 through Secure Access Washington (SAW): <https://secureaccess.wa.gov/> quarterly.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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 F20-31440-214.

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more 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 for the quarter.

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 grantee 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.

8. 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 Agreement performed by subcontractors and the portion of 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.

9. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- 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. You 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. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee 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.

13. ORDER OF PRECEDENCE

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

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- 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
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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 Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this 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 Contract, and shall include all employees and agents of the Contractor.
- E. "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.
- F. "State" shall mean the state of Washington.
- G. "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.

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

**GENERAL TERMS AND CONDITIONS
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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 any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
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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 (6) 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

**GENERAL TERMS AND CONDITIONS
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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.

**GENERAL TERMS AND CONDITIONS
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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 the Authorized Representative 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

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.

Scope of Work

PURPOSE AND BACKGROUND:

The Washington State Department of Commerce, hereafter called "COMMERCE," is initiating this contract to support the work of the Whatcom Gang and Drug Task Force. A primary focus of the Task Force is cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities. COMMERCE strongly encourages the use of evidence-based practices that have been proven effective through rigorous evaluation. COMMERCE will provide funding and Peer Review of the Task Force; and the Contractor will provide support for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Agreement.

The Contractor shall provide or perform the following:

1. Description of the Structure of and Participating Partners in Multi-Jurisdictional Task Force:
 - A. Identify members of the Regional Task Force, which **must** consist of the following:
 - a. Minimum of four (4) commissioned officers dedicated to the project (full time), or three (3) commissioned officers at a reduced funding level. In either case, one (1) of the commissioned officers shall be a full-time supervisor. Such officers shall work out a common location.
 - b. Support staff (minimum of half-time).
 - c. Prosecutorial support of one (1) dedicated prosecutor/deputy prosecutor, or sufficient prosecutorial support such that no case submitted by the task force is rejected due to lack of staffing;
 - d. Gang Liaison (may be another member of the local task force).
 - e. Analyst (Optional); **and**
 - B. Discuss participating partners in the Task Force. The Task Force shall organize and govern participating partners as measured by:
 - Contribution of least one (1) dedicated law enforcement officer by a minimum of three (3) local law enforcement agencies in the service area, or two (2) local law enforcement agencies if funded at a reduced funding level.
 - Local law enforcement agencies for this purpose includes city, county, and tribal agencies.
 - Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, sufficient to support 90% of the full cost of a dedicated officer, may count as participation by local law enforcement agency for each officer so supported.
 - The Washington State Patrol may substitute for one of the local law enforcement agencies in small and rural task forces; **and**
2. Maintain a task force personnel roster that includes course completion certificates. This information may be requested by COMMERCE or BJA post award to ensure compliance; **and**
3. Ensure each member of the Task Force completes the online task force training within 120 days of award acceptance. All future Task Force members are required to complete this training once during the life of this award or once every four years if multiple awards include this requirement. (See Center for Task Force Training Online Training Portal (centf.org); **and**
4. Ensure attendance at Commander's Conference (Semi-Annual) Training. Attendance by key personnel is mandatory unless waiver is granted by COMMERCE; **and**
5. Ensure the Task Force will agree to an audit of its performance, a minimum of once per biennium, and to participate in a follow-up of the Peer Review; **and**

Scope of Work

6. Ensure the Task Force will participate in support of the Peer Review process by allowing assigned staff to volunteer as members of Peer Review Teams during audits in other jurisdictions; **and**
7. Ensure the Task Force will comply with COMMERCE and BJA on the collection of required performance measurement data. The Task Force will complete the required reports using the BJA Performance Measure Tool (PMT). It is required to select and report on all accountability measures that pertain to JAG-funded activities. The Task Force is responsible for creating a report within the PMT and uploading it. (See <https://bjapmt.ojp.gov/help/jagdocs.html>); **and**
8. Complete Fiscal and Administrative requirements, as measured by:
 - “FIFO” or First-In/First-Out tracking and quarterly reporting of Program Income funds (Forfeitures).
 - Timely submission of Contractor’s A-19 (Reimbursement Requests/Vouchers) by the 20th of the month following the reported quarter through Secure Access Washington (SAW):
<https://secureaccess.wa.gov/>; **and**
9. Complete quarterly performance measures and deliverable reports for COMMERCE. Reports are due on the 20th of the month following the reporting quarter. Reports should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment. The intent of the reports are to provide data to (1) conduct evaluations and performance measurement that will address the effectiveness and efficiency of Task Force operations and (2) use the reported information to improve program planning and implementation. Reports due to COMMERCE will be submitted at <https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f> . NOTE: All report information provided should pertain to task force activity and not the activity of the entire jurisdiction or law enforcement agency housing the task force. Reporting Elements:

Narratives:

- What were the major accomplishments during the reporting period? What goals and objectives were accomplished during the reporting period as they relate to mission of the Task Force?
- Describe the project activities that occurred during the reporting period and include the dates.
- What problems/barriers did you encounter, if any, within the reporting period? Is there any assistance that COMMERCE can provide to address any problems/barriers identified?
- What major activities are planned for the next quarter?
- Describe how you are meeting the Task Force’s mission as measured by cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities.

Review & Trainings:

- Has a peer review been conducted of your Task Force during this biennium? If so, when? If not, when is this scheduled?
- Have key personnel attended the Commander’s Conference Training? If so, how many? If not, when is this scheduled?

Investigations/Cases:

- Total number of *new* investigations/cases initiated during the quarter.
- Total number of Task Force cases active at the beginning of the quarter.
- Total number of cases *remaining active at the end of the quarter*.

Arrest activity resulting from task force operations:

- Number of adult and juvenile arrests resulting from task force activities
- Type of arrests
- Number of individuals arrested for one or more drug offenses

Scope of Work

- Number of individuals arrested for one or more violent criminal offenses
- Number of individuals arrested for one or more firearm-related offenses
- Breakdown of arrests: individual demographics (age, race, gender)
- Total number of charges associated with arrests related to drug sales/manufacture; weapons; homicide; aggravated assault; and robbery.
- Number and percentage of arrests that were for multiple arrest cases (40% required)

Drug and Property Seizures:

- Type, amount, and value of material (e.g., firearms, money, vehicles) seized and forfeited
 - Type, amount, and value of drug/narcotics seized

Prosecution:

- Number of state or federal prosecutions for Task Force cases
- Number of Task Force cases with outcomes of “guilty”, “pled”, and/or “verdict”
- Number of sentence type for Task Force cases (e.g., fine, probation, jail, prison)

Death in Custody:

For each death in custody, the following information must be captured:

- Decedent's name, date of birth, gender, race, and ethnicity
- Date, time, location of death
- Law enforcement or correctional agency involved
- Manner of death
- Description of the circumstances leading to the death

10. Complete a final report for COMMERCE, which will be a compilation of all quarterly reports and will include a comparison across quarters and year-to-date, overall accomplishments, and lessons learned. The Task Force will provide a non-technical brief for a general audience that summarizes findings and policy implications that will be disseminated. This is due no later than the 20th of the month following the expenditure of all funds or October 20, 2023. Submit at: <https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f> .

Budget

GENERAL:

The total budget awarded under this Agreement shall be the amount specified in Block 5 of this Agreement's Face Sheet.

The total Federal funds awarded under this Agreement shall be the amount specified in Block 9 of this Agreement's Face Sheet.

Allocation of funds between categories of expense shall be:

Budget	Total
Salaries	\$144,239.00
Benefits	\$55,136.00
Total	\$199,375.00

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. The Contractor will contact Commerce Program Manager for approval prior to shifting funds. 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).

PERFORMANCE BASED INCENTIVES AND CONSEQUENCES:

1. Delay and Disallowance of Reimbursement Requests Due to Late Performance Reporting

Performance reports are due the 20th of the month following the reporting quarter; past due performance reports will result in withholding of requested reimbursements until the reports are received. Should a report be received after the due date, but not in sufficient time for enclosure in the corresponding federal quarterly report, the report will be rejected and no payment will be authorized for the missed quarter. For the first three quarters of this award, missed data and the corresponding expenditures may be submitted during the following quarter. However, lack of timely submission of the fourth quarter's activity report will result in loss of all funds not previously reimbursed; and if disbursement of funds to reimburse expenditures incurred during the unreported quarter has been made, repayment shall be required.

2. Delay and Disallowance of Reimbursement Requests Due to Non-Compliance with Federal Pre-Requisites to Receive Funding

During any period in which the Contractor is non-compliant with essential federal pre-requisites to receive federal funds, all expenditures will be disallowed. Eligibility of expenditures for reimbursement will resume on the date that the Contractor is deemed to be fully compliant with the essential federal pre-requisites as specified below:

- UEI (Unique Entity ID) number is registered in the Central Contract Registry portion of Grants.Gov (www.grants.gov), and the registration is current.
- An Equal Employment Opportunity Plan The Contractor has been prepared and signed into effect within the last two years, and a copy has been forwarded to COMMERCE, and if appropriate to the Office of Civil Rights, U.S. Department of Justice.
- Center of Task Force Leadership and Integrity Training through the [www.ctfli.org website](http://www.ctfli.org) has been completed by all personnel dedicated to the task force not later than 120 days of being dedicated to the task force, but in any case within two years of the effective date of this Agreement. Dedicated personnel includes personnel assigned as investigative personnel, acting

Budget

in supervisory and/or executive management, administrative, analytical or prosecutorial support of the task force,

- Responsive to audit, monitoring or evaluation findings by the specified response date
- **Compliance with the Task Force Staffing and Participation Model:**

Reporting staffing and/or “local” agency participation below that specified by the Task Force Model on any Periodic Activity Report shall cause the maximum amount that may be reimbursed for that quarter to be reduced in accordance with the Task Force Model summarized below.

Compliance Level	% of Base Allocation	Dedicated Personnel		Participating ‘Local’ Agencies ^{*4,5}
Full Compliance	100%	4.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		3 Agencies
Low ‘Local’ Agency Participation	88%	4.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		2 Agencies
Low ‘Local’ Personnel Dedication	75%	3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		3 Agencies
Low in both ‘Local’ Agency Participation and ‘Local’ Personnel Dedication	63%	3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}		2 Agencies
Too Low – Not Eligible for Funding	0%	Any level below: 3.0 Law Enforcement ^{*1} 1.0 Prosecutor ^{*2} .5 Support Staff ^{*3}	or	1 Agency

- *1 Staffing standard for commissioned law enforcement personnel is four 100% dedicated officers
- *2 Staffing standard for Prosecutors/Deputy Prosecutors is one 100% dedicated prosecutor, or demonstration that no task force generated case is declined due to staffing – any staffing below this level is considered “Low Local Personnel Dedication”
- *3 Staffing standard for task force administrative/support staff is one half-time individual – any staffing below this is considered “Low Local Personnel Dedication”
- *4 Washington State Patrol may count as a ‘Local’ agency for those task forces considered as ‘Rural’ or ‘Urban’ in the “Counties Like Us” reporting grouping
Federal agency assigned personnel may count as ‘Local’ provided they report first to the task force’s management structure and that they have standing authority to participate in any case selected for investigation by the task force.
- *5 Aggregated cash contributions from jurisdictions not large enough to fully dedicate individual officers, but which are sufficient to support 90% of the full cost of a dedicated officer, may count as participation by a ‘Local’ Agency for each officer so supported

For this purpose the maximum amount which may be reimbursed for one quarter is one-fourth of the total award (as specified in Block 5 of this Agreement’s Face Sheet) reduced in accordance with the above table. The Non-compliance penalty is lost to the Contractor during the balance of this Agreement’s duration.

In the event that the Contractor has already been reimbursed beyond the reimbursable amount authorized for the quarter as calculated above, the corresponding expenditure is disallowed. Any funds so disallowed may be applied against authorized expenditures of the next quarter, if the quarter for which the disallowance is made is not the last calendar quarter of this Agreement. Should any funds be disallowed for the last calendar quarter of this Agreement, disallowed funds must be returned to COMMERCE.

Budget

COMMERCE reserves the right to waive this reduction/disallowance in event the reported non-compliance is considered a brief and minor anomaly not materially affecting task force operations or safety. Such a waiver is at the sole discretion of COMMERCE.

Reporting

1. **Commerce Reports:** Refer to section 9 in the Scope of Work for what is required to be reported to COMMERCE Quarterly and section 10 for a yearly report. This should be uploaded to smartsheet at <https://app.smartsheet.com/b/form/45be9fc65e264a9eb9258778e97ba88f> . This report is due on the 20th of the month following the reporting quarter. Report should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment.
2. **Federal Reports:** Quarterly, submit federal reports in the PMT system (<https://ojpssso.ojp.gov/> .) For more information on what will be reported on, visit <https://bjapmt.ojp.gov/help/jagdocs.html> . This report is due on the 20th of the month following the reporting quarter. Report should be submitted simultaneously with quarterly invoice; late receipt of reports may prevent or delay invoice processing and/or payment.