



CLARK COUNTY STAFF REPORT

*from
1/12*

DEPARTMENT: Clark County Sheriff's Office

DATE: July 17, 2013

REQUEST: Accept the 2013-14 Byrne Drug-Gang Task Force (DGTF) Grant (\$118,596)

CHECK ONE: X Consent CAO

BACKGROUND

The United States Department of Justice (DOJ) provides funding to states to assist in law enforcement through the Byrne Justice Assistance Program. In the State of Washington, this funding is administered through the Washington Department of Commerce (Commerce). In June, Commerce offered Clark County an award of \$118,596 with the stated purpose of providing assistance "to operate and maintain the Clark-Vancouver Drug Task Force program." Of this award, \$30,000 is dedicated for expenses related to the prosecution of Drug Task Force-related cases by the Prosecuting Attorney's Office.

This award requires no local match beyond that which currently exists to maintain required staffing levels.

COMMUNITY OUTREACH

The Drug Task Force will continue to serve the community by combating the manufacture and sale of illegal narcotics in Clark County.

BUDGET AND POLICY IMPLICATIONS

A resource-neutral supplemental adjustment of \$88,596 to the Sheriff's Office expense and revenue budgets will be necessary. The Sheriff's Office will submit the adjustment during the next scheduled supplemental process.

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED

Approve acceptance of the \$118,596 Byrne DGTF Grant award. Recognize the need for a resource-neutral budget adjustment.

DISTRIBUTION

SO Fiscal, John Lawler
Auditor's Office, Amanda Miller

Office of Budget
Clark-Vancouver Drug Task Force, Cmdr Mike Cooke



Joe Dunegan
Joe Dunegan
Clark County Undersheriff

Approved: *[Signature]*
CLARK COUNTY
BOARD OF COMMISSIONERS

July 30, 2013

SR 15-13

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

A supplemental resource-neutral increase to the Sheriff's Office current biennial budget will be necessary

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 / General Fund	88,596.00	88,596.00	0.00	0.00	0.00	0.00
Total	88,596.00	88,596.00	0.00	0.00	0.00	0.00

II. A – Describe the type of revenue (grant, fees, etc.)

Byrne Justice Assistance Grant award from the US Department of Justice through the Washington Department of Commerce Drug-Gang Task Force program. CFDA #16.738.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/ General Fund	0	88,596.00	88,596.00	0.00	0.00	0.00	0.00
Total		88,596.00	88,596.00	0.00	0.00	0.00	0.00

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	88,596.00	88,596.00	0.00	0.00	0.00	0.00
Contractual						
Supplies/Equipment						
Travel						
Overtime						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	88,596.00	88,596.00	0.00	0.00	0.00	0.00



Department of Commerce

Innovation is in our nature.

Grant to

Clark County

through

Justice Assistance Grant

For

Regional Justice Assistance Grant
Multi-Jurisdictional Drug-Gang Task Forces

Start date: July 1, 2013

Special Terms and Conditions.....	1
Face Sheet	1
1. Acknowledgement of Federal Funding.....	2
2. Grant Management	2
3. Compensation	2
4. Billing Procedures and Payment	2
5. Insurance.....	3
6. Limited English Proficiency	4
7. Federal Non-Discrimination Requirements	5
8. Notification Of Findings Of Discrimination Or Non-Compliance	5
9. Equal Employment Opportunity Program (EEO)	5
10. Program Fidelity	6
11. Order of Precedence	6
General Terms and Conditions	7
1. Definitions.....	7
2. All Writings Contained Herein	7
3. Amendments	7
4. Americans with Disabilities Act (ADA).....	7
5. Approval	7
6. Assignment.....	8
7. Attorney's Fees	8
8. Audit	8
9. Certification Regarding Debarment, Suspension or Ineligibility or Ineligibility and Voluntary Exclusion	9
10. Confidentiality/Safeguarding of Information	10
11. Conformance.....	10
12. Copyright Provisions	11
13. Disallowed Costs.....	11
14. Disputes	11
15. Duplicate Payment	12
16. Ethics / Conflicts of Interest.....	12
17. Governing Law and Venue.....	12
18. Indemnification	12
19. Independent Capacity of the Grantee	12
20. Industrial Insurance Coverage	12
21. Laws	13
22. Licensing, Accreditation and Registration	14
23. Limitation of Authority.....	14
24. Local Public Transportation Coordination	15
25. Noncompliance With Nondiscrimination Laws	15
26. Political Activities.....	15
27. Procurement Standards for Federally Funded Programs.....	15
28. Prohibition Against Payment of Bonus or Commission.....	16
29. Publicity	16
30. Recapture.....	16
31. Records Maintenance	16
32. Registration With Department of Revenue.....	16
33. Right of Inspection.....	17
34. Savings.....	17
35. Severability.....	17
36. Subgranting	17
37. Survival.....	17
38. Taxes.....	17
39. Termination for Cause/Suspension	18
40. Termination for Convenience	18
41. Termination Procedures	18
42. Waiver	18
Attachment A, Scope of Work	19
Attachment B, Budget.....	22
Attachment C, Scope of Work	24

FACE SHEET

Grant Number: M13-31440-006

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
Multi-Jurisdictional Drug-Gang Task Forces**

1. Grantee Clark County Clark County Sheriff's Office 707 West 13 th Street P.O. Box 410 Vancouver, WA 98666		2. Grantee Doing Business As (optional) Clark-Vancouver Drug Task Force	
3. Grantee Representative Mike Cooke Task Force Commander Tel: 360-397-6617 mike.cooke@clark.wa.gov		4. COMMERCE Representative William Johnston Program Manager 360-725-3030 Bill.johnston@commerce.wa.gov 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$ 118,596	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2013	8. End Date June 30, 2014
9. Federal Funds (as applicable) \$ 87,665	Federal Agency United States Department of Justice		CFDA Number 16.738
10. Tax ID # 91-6001299	11. SWV # 0003051-06	12. UBI # 065009679	13. DUNS # 030783757
14. Grant Purpose To provide local governments with U.S. Department of Justice, Bureau of Justice Assistance funds for the investigation, disruption, and prosecution of drug and gang organizations operating at levels above the normal capacity of local jurisdictions to pursue. COMMERCE, defined as the Department of Commerce, and the Grantee (Contractor), as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Activity Reporting, Grantee's Application for Funding under this program as amended, the Grantee's Certifications and Assurances required by COMMERCE as pre-requisites for execution of this Agreement, and 'Criminal Justice Grants - Policies and Procedures Guide' published by COMMERCE, as amended.			
FOR GRANTEE  Name Title _____ Date <u>07/15/2013</u>		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix, Assistant Attorney General _____ Date	

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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 Grant, shall contain the following statements:

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

2. GRANT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed that specified in Block 5 of this Agreement's Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work.

4. BILLING PROCEDURES AND PAYMENT

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

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 Agreement reference number specified on the upper-right corner of each page of this Agreement.

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 Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

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

Duplication of Billed Costs

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

Disallowed Costs

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

Withholding Payment

Payment for otherwise allowable costs incurred in December 2013 and subsequent months will be withheld unless and until a valid Equal Employment Opportunity Plan (EEO) is on file and COMMERCE has been provided the EEO's Face Sheet and Signature Page(s), or equivalent documentation. EEOs are valid for a period of two years following their effective date.

5. INSURANCE

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

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

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

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

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

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

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

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

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

Additional Provisions:

Above insurance policy shall include the following provisions:

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

Local Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program—The Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program if it complies with the following standards:

Generally Accepted Accounting procedures (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and its employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

6. LIMITED ENGLISH PROFICIENCY

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients must take reasonable steps to ensure that Persons with Limited English Proficiency have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services, including oral and written translation where necessary. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

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

7. FEDERAL NON-DISCRIMINATION REQUIREMENTS

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

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (42 U.S.C. § 10604(e));
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- Executive Order 13279 (equal protection of the law for faith-based and community organizations); and
- 28 C.F.R. Part 37 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

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

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

8. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the Contractor or a Subcontractor receiving grant funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

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

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

9. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The Contractor will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the Contractor is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR and COMMERCE certifying that it has an

EEOP on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and

educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to COMMERCE. Information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

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

10. PROGRAM FIDELITY

In the event the Contractor does not maintain agency participation and personnel dedication as described in Appendix A – Scope of Work and Form 5 of their Application for Funding under this program, funding shall be reduced or terminated in accordance with the 'TASK FORCE MODEL COMPLIANCE FUNDING REDUCTIONS' section (Page 2) of the 'Application Package for Regional Justice Assistance Grant Multi-Jurisdictional Drug-Gang Task Forces'.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, 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 – Statement of Work.
- Attachment B – Budget.
- Attachment C – Activity Report.
- Criminal Justice Grants—Policies and Procedures Guide published by COMMERCE, as amended.

1. DEFINITIONS

As used throughout this Grant, 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. "Cognizant State Agency" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency that contributes the largest portion of federal financial assistance to the sub-recipient.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- 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. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Grant 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. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. APPROVAL

This Grant shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

6. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

7. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

8. AUDIT

A. General Requirements

Grantee's are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantee's required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Grantees expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Grantees to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. 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;
3. 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
4. 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

- a) 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.
- b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee 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 the COMMERCE for assistance in obtaining a copy of these regulations.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee 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.

11. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISALLOWED COSTS

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

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

16. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

17. GOVERNING LAW AND VENUE

This Grant 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.

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)**A. Audits**

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Grantee is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Grantee is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).

B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.

C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.

D. Discrimination-human rights commission, Chapter 49.60 RCW.

E. Ethics in public service, Chapter 42.52 RCW.

F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.

G. Open public meetings act, Chapter 42.30 RCW.

H. Public records act, Chapter 42.56 RCW.

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

26. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.

- g. Procurement records and files for purchases shall include all of the following:
 - 1) Grantees selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

29. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

30. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee 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 Grant.

31. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

32. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

33. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

34. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

35. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

36. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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

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

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

37. SURVIVAL

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

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE / SUSPENSION

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Grant, COMMERCE may terminate the Grant in whole or in part upon written notice to the Grantee.

Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Grant or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

40. TERMINATION FOR CONVENIENCE

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

41. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C.** Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subgrants 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 subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D.** Preserve and transfer any materials, Grant deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Grant, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

42. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

OUTCOME:

Work performed by the Multi-jurisdictional Drug-Gang Task Force shall have the outcome specified in the Contractor's Application for funding and this Agreement. To reach this outcome, COMMERCE will provide funding and external evaluation of the task force; and the Contractor will provide for the task force's organization, oversight, administration, supervision and mission, staffing and support, and other items necessary to carry out this Agreement.

To reach this goal, the Contractor shall provide or perform the following:

INTERIM OUTCOMES AND PERFORMANCE MEASURES:

- 1. The Regional Task Force continuously meets/exceeds Byrne JAG Gang-Drug Task Force Program Model Personnel staffing, as measured by:**
 - Minimum of four (4) commissioned officers dedicated to the project (full time), or three (3) commissioned officers at a reduced funding level.
 - Support staff (minimum of half-time).
 - 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;
 - Gang Liaison (may be another member of the local task force).
 - Analyst (Optional).
- 2. Participation—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 rural task forces.
- 3. Task Force Mission—The Governance Board shall determine the Task Force Mission and set the priorities for work to be accomplished, as measured by:**
 - A primary focus on cooperative, investigative work to identify, interdict, dismantle, and prosecute mid- to upper-level criminal organizations engaged in illicit gang, gun, and drug activities.
- 4. JAG Task Force Peer Review Participation—Task Force Governance Boards shall assure that JAG Grant compliance is achieved, as measured by:**
 - Task Force will agree to an audit of its performance, a minimum of once per biennium, as described in COMMERCE's Byrne JAG Task Force Peer Review Program Guide; and to participate in a follow-up of the Peer Review within the following year.
 - 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.

SCOPE OF WORK

M13-31440-006
ATTACHMENT A

5. **Peer Review, Grant Compliance Monitoring, and State and Federal Audit Results—Task Force management and staff will review COMMERCE’s Policies and Procedures and Task Force internal rules and policies, as well as requirements and policies of the Contract fiscal agent to assure JAG Grant compliance, as measured by:**
 - No repeat findings or discrepancies.
 - No recommendations requiring a reply by endorsement, or restructuring task force management.
 - No findings or discrepancies indicative of failure to maintain sound financial management.
 - No finding of non-compliance with grant requirements.
6. **Other 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 15th of the month following the reported quarter (as per COMMERCE’s *Policy and Procedures Guide*).
 - Compliance with all policies and procedures included in the current version of the Public Safety Unit’s *Criminal Justice Policy and Procedures Guide*.
7. **Commander’s Conference (Semi-Annual) Training Attendance—Task Force Governance Boards shall establish policy to assure that key supervisory/management staff achieve JAG grant compliance, as measured by:**
 - Attendance by key personnel as mandatory unless waiver is granted by COMMERCE

PERFORMANCE MEASURES AND DELIVERABLES:

1. **Quarterly Performance Measures—Task Force Governance Boards will set measures to assure Task Force success by achievement of the critical performance measures reported in the Periodic Activity Report (PAR), as measured by a:**
 - Minimum of 40 percent of Task Force arrests will be for multiple arrests cases.
 - Prosecutorial success rate of 80 percent of case results received with outcomes of “guilty,” “pled,” and/or “verdict” received.
 - Forfeiture success rate of 90 percent.
 - Minimum of 40 percent of task force cases disrupted/dismantled which consist of five (5) or more individuals where investigations have demonstrated an involvement in the criminal enterprise, and that enterprise shall be called a DTO (Drug Trafficking Organization) for drug nexus, or GIO (Gang Involved Organization) for gang nexus.
2. **Quarterly Program Performance Activity Report (INTERIM OUTCOMES AND PERFORMANCE MEASURES 1 AND 2)—Task Force management will plan for, collect, and report program performance data, as measured by:**
 - Timely submission per published scheduled Due Dates (See COMMERCE Task Force Application Report Schedule).
 - Entry of all applicable data as prescribed by the PAR Form User’s Guide.
3. **Active cooperation and response to Evaluation Findings and Discrepancies (INTERIM OUTCOMES AND PERFORMANCE MEASURES 3 THROUGH 6)—administrative and compliance monitoring, and Peer Review Evaluations, as measured by:**

SCOPE OF WORK

**M13-31440-006
ATTACHMENT A**

- Assessment and response to discrepancies and findings noted in monitoring and peer review evaluations.
 - Item-by-item demonstration of corrective action either through submitted written response or during a Peer Review or Monitoring follow-up visit (normally conducted approximately six [6] months after a Peer Review Evaluation).
- 4. Commanders Conference Registration (INTERIM OUTCOMES AND PERFORMANCE MEASURES 7), as measured by:**
- Advance registration.
 - On-site sign-in and handout collection.

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. The CFDA number of the federal funds is 16.738.

Allocation of funds between categories of expense shall be as specified in the Contractor's application for funding, except that the Contractor may vary from the application's funding plan by shifting up to ten percent (10%) of the total awarded funds between categories of expense. This authority to shift funds is limited by the following: grant funds may not be shifted into zero budgeted categories of expense, 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

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 cycle, 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:

- DUNS (Data Universal Numbering System) number is registered in the Central Contract Registry portion of Grants.Gov (www.grants.gov), and the registration is current.
- The Contractor has submitted an Equal Employment Opportunity Plan to the Office of Civil Rights, U.S. Department of Justice, with a submission and approval dates within the last two years.
- All personnel dedicated to the task force as investigative personnel, acting in supervisory and/or executive management, administrative, analytical or prosecutorial support of the task force, must annually complete the appropriate on-line training through the Center of Task Force Leadership and Integrity Training website (www.ctfli.org). Newly assigned individuals must complete the appropriate training modules no later than 90 days from assuming their relationship with the task force. Individuals in a continuing relation with the task force must renew their certification within 30 days after their prior certification expires (the CTFLI system does not allow recertification more frequently than annually, so this requires specific scheduling controls.)

3. Reduction in the Quarterly Reimbursable Funds Due to Non-Compliance with the Task Force Staffing and Participation Model:

Reporting staffing and/or "local" agency participation below that specified in the Contractor's application on any Periodic Activity Report (quarterly activity report) shall cause the maximum amount that may be reimbursed for that quarter to be reduced in accordance with the table published on Page 2 of the Byrne Justice Assistance Grant, SFY 2013 Multi-Jurisdictional, Drug-Gang Task Force Program Application Package. For this purpose, the reimbursable amount authorized for the reported quarter shall be one-

BUDGET

**M13-31440-006
ATTACHMENT B**

fourth of the total award as specified in Block 5 of this Agreement's Face Sheet, multiplied by the 'percent of allocation' corresponding to the reported compliance level.

The difference between one-fourth of the total award (as specified in Block 5 of this Agreement's Face Sheet) and the reimbursable amount authorized for the corresponding quarter is non-reimbursable, and 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.

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.

SEQUENCE OF APPLICATION OF EXPENDITURES AGAINST GRANT FUNDS SHALL BE AS FOLLOWS:

COMMERCE shall apply reported expenditures, and its reimbursement of those expenditures, as follows:

- Limited life funds (carryover about to expire) shall be disbursed first.
- After limited life funds are disbursed, State General Funds awarded under this Agreement shall be disbursed at a rate proportionate to the total federal funds disbursed (including any limited file funds). COMMERCE shall control this disbursement rate to ensure that sufficient State Funds are available to cover any program-wide rescission or a spending limit on state funds that may be imposed. COMMERCE shall notify each Contractor of the precise amount/source of disbursed funding upon request; and shall further notify the Contractor upon the imposition of any rescission or spending limit.

ACTIVITY REPORTING

M13-31440-006
Attachment C

1	<Task Force Title>	Quarterly Performance Activity Reporting															
2	M13-31440-< > - <Contractor>	July 2013 - June 2014															
3	Other Grant Source																
4	Federal Award: <\$ >																
Local Funding		Semi-Annual Budget July - December	Semi-Annual Budget January - June	Total (Annual)													
5	Local Budget All Cities'/Counties'/Tribal NTF Funding																
Comment: Make appropriate adjustments to your total budget above.																	
Task Force Staffing		Q1	Reported Quarter Staffing Only - No Roll-Up by Quarter														
		Agency	Position	Std Hrs/Qtr <small>(Overwrite as Needed)</small>	Hrs Worked this Qtr	FTEs this Qtr	Supported by:										
							<table border="0" style="font-size: small;"> <tr> <td style="text-align: center;">Grant FTE</td> <td style="text-align: center;">Match FTE</td> <td style="text-align: center;">Local FTE</td> <td style="text-align: center;">Non Local FTE</td> <td style="text-align: center;">Total</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;"><small>(State/Fed'l)</small></td> <td></td> </tr> </table>	Grant FTE	Match FTE	Local FTE	Non Local FTE	Total				<small>(State/Fed'l)</small>	
Grant FTE	Match FTE	Local FTE	Non Local FTE	Total													
			<small>(State/Fed'l)</small>														
6	Staffing: All Task Force Personnel Supporting the Project Funded by all sources <div style="border: 1px solid black; width: 40px; height: 40px; margin: 10px auto; text-align: center; line-height: 40px;"> Report Quarter Only </div> 1 Position = 1 FTE is 1.00 FTE Note: Match may be Traditional Match or expended Forfeiture funds (both subject to grant rules) For Model Compliance: Law Ent = Supv/Invest (LEO) Spt = Admin/Legal/Analyst Pros Spt = Dep Prosecutor	Grays Harbor Co.	Commander	520	130	0.25			0.25	0.25							
7		Grays Harbor Co.	Supv (LU/Sgt)	520	520	1.00			1.00	1.00							
8		Grays Harbor Co.	Investigator	520	520	1.00	0.25		0.75	1.00							
9		Aberdeen	Investigator	520	1040	2.00	0.50		1.50	2.00							
10		Hoquim	Investigator	520	520	1.00	0.25		0.75	1.00							
11		DEA	Investigator	520	520	1.00				1.00							
12		ICE	Investigator	520	520	1.00				1.00							
13		DOC	Invest-Non-LEO	520	520	1.00				1.00							
14		WA National Guard	Analyst	520	520	1.00				1.00							
15		Aberdeen	Admin/Spt/Legal	520	520	1.00			1.00	1.00							
16		Grays Harbor Co.	Admin/Spt/Legal	520	520	1.00	0.75		0.25	1.00							
17		Grays Harbor Co.	Deputy Pros	520	520	1.00	0.25		0.75	1.00							
18																	
19																	
20																	
21																	
22																	
23																	
24																	
25																	
26																	
27																	
28																	
29																	
30																	
31	Overtime	AII TF Overtime Hours															
32		Overtime Hours Paid by JAG Only															
33	Overall	Meets Pers1 Model	YES														
Training		Q1	Q2	Q3	Q4	Year to Date											
		Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun												
34	CTFLI Training done Last 120 Days <small>(Exec Brd, Supv, Invest, Other)</small>	New Personnel															
35		New Personnel Completing CTFLI Training															
36	Essential Training Drug Basic or Supv's Training	Personnel Needing Drug Basic															
37		Personnel Needing Supv's Crs															
Investigations Case Management		Q1	Q2	Q3	Q4	Year to Date											
		Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun												
38	Open/Closed	Cont'd into this Report Period															
39		Opened During this Report Period															
40		Nbr Closed No Arrests															
41		Nbr Closed 1 Arrests															
42		Nbr Closed Multiple Arrests															
43		Open at End of this Report Period															
44		Multi-Arrest Case Percentage															

Note: multiple individuals from the same agency with the same 'Position Title' may be reported on the same line

Data for Quarter being reported

Data by Quarter, each quarter in its own Column

Std=40%

ACTIVITY REPORTING

M13-31440-006
Attachment C

Meth Investigations		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
45	Meth Investigations	Single Suspect Investigations				
46		2-4 Suspect Investigations				
47		5+ Suspect Investigations				
48		Total Nbr Meth Investigations				
49		Nbr Labs Investigated				
50		Nbr Labs Dismantled				
51		Nbr Lab Sites Processed				
52		Nbr Labs w/Juveniles Present/Exposed				
53		Nbr Suspect Precursor Sellers ID'd				
54		Nbr Suspect Precursor Buyers ID'd				
55		State Warrants				
56		Federal Warrants				
Small Groups Dismantled/Disrupted		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
57	Disrupted/ Dismantled Primary Nexus (3-4 Mbr Org's)	Nbr Gang Orgs				
58		Gang & Drug Orgs				
59		Nbr Drug Orgs				
60		Not Gang or Drug				
61	What Other Characteristics of Above Orgs (3-4 Mbr Org's)	Violence				
62		ID Theft				
63		Gun Trafficking				
64		Human Trafficking				
65		Money Laundering				
66		Auto theft				
67	OCEETF					
Organizations Dismantled/Disrupted		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
68	Disrupted/ Dismantled Primary Nexus (5+ Mbr Org's)	Nbr Gang Orgs				
69		Gang & Drug Orgs				
70		Nbr Drug Orgs				
71		Not Gang or Drug				
72		Percent of Effort Directed on Gangs				
73	What Other Characteristics of Above Orgs (5+ Mbr Org's)	Violence				
74		ID Theft				
75		Gun Trafficking				
76		Human Trafficking				
77		Money Laundering				
78		Auto theft				
79	OCEETF					

Included in
Data Above

Linked to
Data Below

Mutually
Exclusive

Not Mutually
Exclusive

Mutually
Exclusive
Trgt= 40%

Not Mutually
Exclusive

ACTIVITY REPORTING

M13-31440-006
Attachment C

Case Support Activities		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
80	Organizational Case Support	w/Analytical Support				
81		Nbr Case-Subj Deconfliction				
82		Nbr Event Deconfliction				
83	Cooperative Investigations (All sized Org's)	Nbr w/ Other JAG NTFs				
84		Nbr w/ Federal Agencies				
85		Nbr w/ Other Agencies/Units				
86	WARRANTS State	Gang Nexus				
87		Gang & Drug Nexus				
88		Drug Nexus				
89		Other Investigations				
90		Meth Nexus				
91	WARRANTS Federal	Gang Nexus				
92		Gang & Drug Nexus				
93		Drug Nexus				
94		Other Investigations				
95		Meth Nexus				
ARRESTS		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
96	Felony Primary Nexus	Gang Nexus				
97		Gang & Drug Nexus				
98		Drug Nexus				
99		Other Investigations				
100	Felony 2ndry Nexus	Meth				
101		Violence				
102		ID Theft				
103		Gun Trafficking				
104		Human Trafficking				
105		Money Laundering				
106	Auto Theft					
107	Misdemeanor Primary Nexus	Gang Nexus				
108		Gang & Drug Nexus				
109		Drug Nexus				
110		Other Investigations				
111	Misdemeanor Secondary Nexus	Meth				
112		Violence				
113		ID Theft				
114		Gun Trafficking				
115		Human Trafficking				
116		Money Laundering				
117	Auto Theft					

Mutually Exclusive

Mutually Exclusive

ACTIVITY REPORTING

M13-31440-006
Attachment C

Prosecution		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
118	State	Nbr Felony				
119		Nbr Misdemeanor				
120		Results Received				
121		Guilty Verdict/Plea				
122		Gang Nexus				
123		Gang & Drug Nexus				
124		Drug Nexus				
125		Other Nexus				
126	Firearm Violation					
127	Federal	Nbr Felony				
128		Nbr Misdemeanor				
129		Results Received				
130		Guilty Verdict/Plea				
131		Gang Nexus				
132		Gang & Drug Nexus				
133		Drug Nexus				
134		Other Nexus				
135	Firearm Violation					
138	Overall Prosecution	Prosecution Success Rate				
Forfeitures		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
137	State Process	Number Successful				
138		Number Un-Successful				
139		Currency Amt Forfeited				
140		Real Property (Realized \$ Value)				
141		Other (Realized \$ Value)				
142		Success Rate				
		Transfer to Non-Participating Agencies				
143	Federal (DAG-71s)	Number Successful				
144		Number Un-Successful				
145		Currency Amt Forfeited				
146		Real Property (Realized \$ Value)				
147		Other (Realized \$ Value)				
148	Forfeitures Subject to Federal Rules from State Processed Forfeitures	Carried Forward Into Quarter				
149		Date of Earliest Forfeiture's Realization Date Not Fully Expended				
150		Realized this Qtr				
151		Expended this Qtr				
152		Balance				
153		"Use It or Lose It" Date				

Std=80%

Std=90%

ACTIVITY REPORTING

M13-31440-006
Attachment C

Firearms		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
154	Nbr Seized					
155	Nbr Forfeited					
156	Nbr Firearms Rpt's to ATF					
157	Nbr Hits on Rpt's to ATF					
Drug Removals		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
158	Cocaine (grams)					
159	Crack Cocaine (grams)					
160	Oxycotin (Dosage Units)					
161	Oxycodone (Dosage Units)					
162	Diversified Pharmaceutical (Dosage Units)					
163	Hallucinogens (Grams)					
164	Heroin (All forms) (Grams)					
165	Marijuana, Bulk (Grams)					
166	Grows Indoor Dismantled					
167	Grows Indoor Nbr Plants					
168	Grows Outdoor Dismantled					
169	Grows Outdoor Nbr Plants					
170	Nbr Grows Illicit Medical MJ					
171	Nbr Plants Illicit Medical M.J Grows					
172	Meth (Grams)					
173	Meth Crystal (ICE) (Grams)					
174	Ephedrine (Grams)					
175	Pseudoephedrine (Grams)					
176	MDMA -Ecstasy (Dosage Units)					
177	Club Drugs (Dosage Units)					
178	Other Drugs (Dosage Units)					
Violent Crime Situation		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
179	Total in Jurisdiction(s)					
180	Involving Firearms					
181	Gang Related					
182	Total in Jurisdiction(s)					
183	Involving Firearms					
184	Gang Related					
185	Total in Jurisdiction(s)					
186	Involving Firearms					
187	Gang Related					

To Best Judgment Std

ACTIVITY REPORTING

M13-31440-006
Attachment C

Gang Situation (Estimate or Survey)		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	Year to Date
188	Gangs & Gang Members	Nbr Gangs in Jurisdiction(s)				
189		Nbr Gang Members (Documented)				
190		Est.'s Nbr Gang Associates				
191		Nbr Field Contacts (as appropriate)				
192		RISSINTEL Submittals				
193		RISSINTEL Inquiries				
194		RISSGANG Submittals				
195		RISSGANG Inquiries				