

Interagency Agreement

BJA FY 09 Recovery Act: Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation

Executed by
Seattle Police Department (SPD), a department of the
City of Seattle, hereinafter referred to as "SPD",
Department Authorized Representative: Diane Pilon
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986

and

City of Kirkland, hereinafter referred to as "Recipient",
Department Authorized Representative: Bill Hamilton
123 5th Ave
Kirkland, WA 98033

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF KIRKLAND

SEATTLE POLICE DEPARTMENT

Marilynne Beard
David Ramsay, City Manager
Marilynne Beard, Assistant City
Manager

C.S. Kew
for John Diaz, Interim Chief of Police
Date: 11/9/09

Authorized by:

Grant Program: *Edward Byrne Memorial Justice Assistance Grant (JAG) Program*

ARTICLE II: DESCRIPTION OF SERVICES

The services to be performed under this Agreement shall be conducted for the stated purposes of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

ARTICLE III: SPECIAL CONDITIONS

1. Funds are provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance solely for the purpose of furthering the stated objectives of the American Recovery and Reinvestment Act. The Recipient shall use the funds to perform tasks as described in the Scope of Work portion of this Agreement.
2. The Recipient acknowledges that because this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Recipient agrees that it will not hold the Seattle Police Department, the City of Seattle, or the Department of Justice liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to the distribution and availability of federal funds.
3. The Recipient shall comply with all conditions and limitations set forth in the FY 2009 Recovery Act Justice Assistance Grant Program Award #: 2009-SB-B9-0769.

The FY 2009 Recovery Act Justice Assistance Grant Program Award Report #: 2009-SB-B9-0769 is attached to and made part of this agreement, as **Attachment A**. Allocation and use of grant funding must be in accordance with all special conditions included in the Award Report. All Recipients are assumed to have read, understood, and accepted the Award Report as binding.

4. The Recipient acknowledges that all allocations and use of funds under this agreement will be in accordance with the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation (<http://www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryLocal.pdf>). Allocation and use of grant funding must be coordinated with the goals and objectives included in the Local Solicitation. All Recipients are assumed to have read, understood, and accepted the Local Solicitation as binding.
5. Recipient agrees to obtain a valid DUNS profile and create an active registration with the Central Contractor Registration (CCR) database no later than the due date of the Recipient's first quarterly report after a subaward is made.

6. The Recipient shall comply with all applicable laws, regulations, and program guidance. A non-exhaustive list of regulations commonly applicable to BJA grants are listed below, including the guidance:
 - (A) Administrative Requirements: OMB Circular A-102, State and Local Governments (10/7/94, amended 8/29/07) (44CFR Part 13)
 - (B) Cost Principles: OMB Circular A-87, State and Local Governments (5/10/04)
 - (C) Audit Requirements: OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions in the Federal Register 6/27/03)
 - (D) The Recipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
- 1) Non-Federal entities that expend \$500,000 or more in one fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133- Audits of States, Local Governments, and non-Profit Organizations. Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- 2) Recipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Recipient has the responsibility of notifying the Washington State Auditors Office and requesting an audit.
- 3) The Recipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-recipients also maintain auditable records.
- 4) The Recipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report submitted to the Seattle Police Department. The Recipient must respond to requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The City reserves the right to recover from the Recipient all disallowed costs resulting from the audit.
- 5) If applicable, once any single audit has been completed, the Recipient must send a full copy of the audit to the City and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Recipient must

send the audit and the letter no later than nine months after the end of the Recipient's fiscal year(s) to:

Diane Pilon, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-386-1996

- 6) In addition to sending a copy of the audit, the Recipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received.
- 7) The Recipient shall include the above audit requirements in any subcontracts.
7. The Recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requirements, including, but not limited to, the provision of any information required for assessment or evaluation of activities within this agreement, for compliance BJA reporting requirements, and with section 1512(c) of the Recovery Act.
8. When implementing funded activities, the Recipient must comply with all applicable federal, state, tribal government, and local laws, regulations, and policies. The Recipient is entirely responsible for determining the Recipient's compliance with applicable laws, regulations and policies, which include, but are not limited to:
 - (A) City of Seattle regulations including, but not limited to:
 - (1) Equal Benefits Program Rules
(SMC Ch.20.45:<http://cityofseattle.net/contract/equalbenefits/>)
 - (2) Women and Minority Owned Affirmative Effort: If a Recipient intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of this Agreement.
 - a. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
 - b. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.

- (3) Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- (4) Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.
- (5) Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- (6) Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.
- (7) Suspension and Debarment: The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency. By signing and submitting this Agreement, the Recipient is providing the signed certification set out below. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the Recipient rendered an erroneous certification, the Federal Government and City may pursue available remedies, including termination and/or debarment. The Recipient shall provide immediate written notice to the City if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Recipient agrees by signing this Agreement that it shall not enter into any covered transaction with a person or subcontractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

The Recipient shall include the requirement in this section in any subcontracts.

- (8) In the event of the Recipient's or subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the City may rescind, cancel, or terminate the Agreement in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to comply with applicable law, regulation, or policy.

ARTICLE IV: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in **Attachment B: Recovery Act: Edward Byrne Memorial Justice Assistance (JAG) Grant Formula Program King County Joint Application, Project Narrative and Attachment C: JAG Budget Worksheet**, as approved by BJA. Exhibit B and Exhibit C are attached to and made part of this agreement.

The work shall, at all times, be subject to the City's general review and approval. The Recipient shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City or BJA to determine the adequacy of the Work or Recipient's progress.

ARTICLE V: PAYMENT

(A) Compensation

The Recipient shall be reimbursed on an actual cost basis. Total compensation under this Agreement is \$45,524.

The Recipient shall incur authorized allowable expenses in accordance with the Program Narrative and Project Budget, as detailed in Exhibits B and C.

The Recipient may request additional reimbursement up to the amount of interest accrued on their portion of the grant award. The City will provide quarterly statements to the Recipient, once the interest balance accrued equals at least \$1,000. Reimbursements will not be made for interest accrued that is less than \$1,000. Reimbursements can be requested, up to the total amount of interest accrued, after the initial quarterly statement has been sent, to perform tasks in accordance with the Program Narrative and Project Budget, as detailed in Exhibits B and C.

The Recipient shall submit invoices not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred. Invoices are due no later than 30 days after the end of the period in which the work was performed.

No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates, which can be found at: <http://www.gsa.gov>.

(B) Manner of Payment

The Recipient shall submit reimbursement requests not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred.

Requests are due no later than 30 days after the end of the period in which the work was performed. Reimbursement request forms are provided. Substitute forms are acceptable.

With each reimbursement request, the Recipient shall submit:

- Detailed spreadsheet of expenditures by task and related financial documents (timesheets, invoices.)
- Project status report.
- These documents and invoices must be kept on file by the Recipient and be made available upon request by the City or to state or federal auditors.

Reimbursement will not be processed without accompanying documentation for the corresponding time period.

Once the above conditions are met, payment shall be made by the City to the Recipient.

Submit invoicing and documentation to:

Diane Pilon, JAG Program Manager

Seattle Police Department

610 5th Avenue

PO Box 34986

Seattle, WA 98124-4986

206-386-1996

ARTICLE VI: AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.



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Office of Justice Programs
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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Seattle 600 4th Avenue 7th Floor P.O. Box 94749 Seattle, WA 98124-4749		4. AWARD NUMBER: 2009-SB-B9-0769					
		5. PROJECT PERIOD: FROM 03/01/2009 TO 02/28/2013 BUDGET PERIOD: FROM 03/01/2009 TO 02/28/2013					
1A. GRANTEE IRS/VENDOR NO. 916001303		6. AWARD DATE 06/25/2009	7. ACTION Initial				
		8. SUPPLEMENT NUMBER 00					
		9. PREVIOUS AWARD AMOUNT \$ 0					
3. PROJECT TITLE FY 2009 Recovery Act Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 4,882,208					
		11. TOTAL AWARD \$ 4,882,208					
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).							
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758							
15. METHOD OF PAYMENT PAPRS							
AGENCY APPROVAL		GRANTEE ACCEPTANCE					
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Greg Nickels Mayor					
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 					
		19A. DATE 7/27/09					
AGENCY USE ONLY							
20. ACCOUNTING CLASSIFICATION CODES		21. ISBUGT 056					
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT
9	B	SB	80	00	00		4882208

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. **RECOVERY ACT – Conflict with Other Standard Terms and Conditions**
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.



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7. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analysis requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [website], for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

8. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
9. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.
10. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.



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11. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/oct/equal_fbo.htm.
12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
13. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
14. **RECOVERY ACT - JAG - Trust Fund**
The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of either the Edward Byrne Memorial Justice Assistance Grant Program (JAG) or Recovery JAG Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).
15. **RECOVERY ACT - Access to Records; Interviews**
The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.
16. **RECOVERY ACT - One-time funding**
The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.



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17. **RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes**
The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.
18. **RECOVERY ACT – Subawards – Monitoring**
The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
19. **RECOVERY ACT – Subawards – DUNS and CCR for Reporting**
The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.
20. **RECOVERY ACT - Quarterly Financial Reports**
The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at <https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

JS.



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21. RECOVERY ACT – Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

(b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

22. RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.



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23. RECOVERY ACT – Provisions of Section 1512(c)

The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains–

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - (A) the name of the project or activity;
 - (B) a description of the project or activity;
 - (C) an evaluation of the completion status of the project or activity;
 - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

24. RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)

The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

25. RECOVERY ACT – Limit on Funds (Recovery Act, section 1604)

The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

26. RECOVERY ACT – Infrastructure Investment (Recovery Act, sections 1511 and 1602)

The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.



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27. RECOVERY ACT – Buy American Notification (Recovery Act, section 1605)

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.



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28. **RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act**
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
- Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
29. **RECOVERY ACT – NEPA and Related Laws**
The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
30. **RECOVERY ACT – Misuse of award funds**
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
31. **RECOVERY ACT – Additional Requirements and Guidance**
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.
32. **RECOVERY ACT - JAG - Delinquent section 1512(c) reports**
The recipient acknowledges that it has certified that it will comply with all reporting requirements under section 1512(c) of the Recovery Act. (An online reporting mechanism is anticipated to be available for award recipient use by October 10, 2009.) Further to this certification, a failure to comply with the section 1512(c) reporting requirements may, in addition to other penalties, subject the recipient to the following:
(1) After failure to report section 1512(c) data for two consecutive reporting periods, the recipient may be— (a) precluded from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its section 1512(c) reporting obligations; and
(2) After failure to report section 1512(c) data for three consecutive reporting periods, the recipient, upon written demand of the Director of BJA, shall return to OJP any unexpended award funds (including any unexpended interest earned on award funds) within 15 calendar days of the date of the demand notice. Thereafter, the recipient's award shall be converted to a cost-reimbursable grant until such time as the recipient becomes current in its section 1512(c) reporting obligations, and remains current for not less than two additional consecutive reporting periods.



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33. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

**Recovery Act: Edward Byrne Memorial
Justice Assistance (JAG) Grant Formula Program
King County Joint Application**

Project Narrative

City of Kirkland

Project Name: Court Security

Project Cost: \$45,524

Project Description:

Funds are to provide overtime for trained Kirkland Corrections Officers to provide security for Kirkland Municipal Court. The Officer will be conspicuously posted at the entrance to the court and will screen visitors for weapons, respond to additional security needs in the courtrooms, and coordinate a police response to the court during a critical incident. The court has identified the days and times during the week when this heightened security is most needed.

Program Need:

The Kirkland Municipal Court is experiencing security concerns which are outside the capabilities and expectations of the current unarmed contracted civilian security employee. These concerns are best mitigated by supplementing this civilian security officer with highly visible uniformed armed Police Department employees, who have received specialized training in court security. From 2005-2008 the civilian court security officer seized 61 knives, 26 box cutters, 8 pairs of scissors and 7 screwdrivers from people entering the court building.

In 2008 alone the police responded to the court a total of 232 times for a wide range of incidents to include warrant arrests, disturbances and escapes from custody.

Preserve and create jobs and promote economic recovery: This program will create employment for Kirkland Corrections Officers. The grant provides for a .5 full time equivalent officer (1080 hours). The grant contributes to increasing the work of Kirkland Corrections Officers thus promoting immediate economic impact.

Program Activities for 4-Year Grant Period

Uniformed and armed Corrections Officers will work overtime at the court, during peak times identified by the Court, to provide security. The hours the Officer works are scheduled by the court to address cases involving warrant arrests and for criminal first appearance advisements, which are both higher-level security risks. There are heightened concerns for the safety of domestic violence victims as they often appear in court alongside the batterer and associated family and friends. The program will be administered and monitored by the Corrections Manager.

Anticipated Coordination Efforts Involving JAG and Related Justice Funds:

Attachment C Project Budget

KIRKLAND**A. Personnel**

Item	Computation	Cost
Municipal Court Security Overtime	\$42.17/Hr. x 1079.5 hours of service	\$ 45,524

KIRKLAND TOTAL**\$ 45,524**