

February 1,

**AGENDA SHEET FOR COUNCIL MEETING OF: January 25, 2010**

RECEIVED  
JAN 21 2010  
CITY CLERK'S OFFICE  
SPOKANE, WA



Submitting Dept.  
Police

Contact Person/Phone No.  
Joette Wentworth / 625-4072

Council Sponsor  
Public Safety Committee

**ADMINISTRATIVE SESSION**

- Contract
- Report
- Claims

**LEGISLATIVE SESSION**

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

**CITY PRIORITY**

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2010-0032

CR10382

**STANDING COMMITTEES**

(Date of Notification)

- Finance \_\_\_\_\_
- Neighborhoods \_\_\_\_\_
- Planning/Community & Econ Dev \_\_\_\_\_
- Public Safety 10/19/09
- Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified:  
Action Taken:

**AGENDA**

**WORDING:**

(If contract, include the term.)

Agreement between the CITY OF SPOKANE POLICE DEPARTMENT and SPOKANE COUNTY to purchase equipment and supplies from October 1, 2009 to February 28, 2013. The City shall contribute \$295,766.00.

(U.S. Dept of Justice grant funding)

**BACKGROUND:**

(Attach additional sheet if necessary)


The Police Department has been awarded grant funding from the Department of Justice for the 2009 Byrne Justice Assistant Grant Recovery Act Program (JAG09 Recovery). The City of Spokane Valley will use the funding for equipment and supplies.


**RECOMMENDATION:** Approval


<b>Fiscal Impact:</b> <input type="checkbox"/> N/A	<b>Budget Account:</b> <input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$ 295,766.00	# 1530-91688-21100-54201
<input type="checkbox"/> Revenue: \$	#
<input type="checkbox"/> Budget Neutral	

**ATTACHMENTS:** Include in Packets: Inter-local Agreement  
On file for Review in Office of City Clerk:

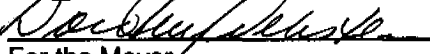
**SIGNATURES:**

  
Department Head *ag*

  
Division Director

  
Finance *MRL*

  
Legal

  
For the Mayor

  
Council President

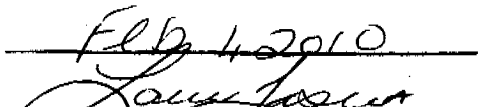
**DISTRIBUTION:** Legal  
Finance  
Budget

[jwentworth@spokanepolice.org](mailto:jwentworth@spokanepolice.org)  
[agolden@spokanecity.org](mailto:agolden@spokanecity.org)

SPOKANE COUNTY  
1116 W. Broadway Ave  
Spokane, WA 99260

**COUNCIL ACTION:**

APPROVED AND  
CONTRACT AUTHORIZED  
BY SPOKANE CITY COUNCIL:

  
Acting CITY CLERK

Return to:

9-1077

City Clerk  
City of Spokane  
808 W. Spokane Falls  
Blvd. Spokane, WA  
99201

City Clerk's No. DPR 2010-0032

INTERLOCAL AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "City," and the SPOKANE COUNTY, having offices at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County," and jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties made a joint application, along with the Spokane Valley, City of Airway Heights and City of Cheney, for an Edward Byrne Memorial Justice Assistance Grant (JAG) Program, hereinafter referred to as the "Grant;" and

WHEREAS, the Grant 2009-SB B9-0693 was awarded; and

WHEREAS, the County was designated to receive funds from the Grant; and

WHEREAS, the City has been designated applicant/fiscal agent in conjunction with the Grant; -- Now, Therefore,

The Parties agree as follows:

1. PURPOSE. The purpose of this agreement is to set forth the Parties' understanding of the terms and conditions under which the City will disburse grant funds to the County.
2. PERFORMANCE. The County agrees to perform the following:
  - A. Funding of one (1) full time Criminal History Specialist.

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- B Purchase of Forensic Computer and SCSO Neighborhood Watch Program and Recidivism Tracking Database.

The City's role as to the Project shall be only of funding.

3. TERM. This agreement shall begin October 1, 2009 and shall run to February 28, 2013, or until the funds as set forth in Paragraph 4 - *FUNDING* are expended, whichever comes first. Either party may terminate this agreement at any time for cause after a reasonable time to cure the breach of contract upon thirty (30) days written notice to the other party.

4. FUNDING. The City shall disburse funds in the amount of TWO HUNDRED NINETY FIVE THOUSAND SEVEN HUNDRED SIXTY SIX AND NO/100 (\$295,766.00) to the County.

5. PAYMENT. The County will invoice the City for its services on a periodic basis. Payment by the City will be due thirty (30) days after receipt of the County's invoice. Application for payment shall be made to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260.

6. ASSIGNMENT. This agreement shall be binding upon the Parties, their successors and assigns. No party may assign, in whole or in part, its interest in this agreement without the approval of the other party.

7. NOTICES. All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

8. LIABILITY. The County shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the conduct of the County, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. The County shall be responsible for all defense expenses, including reasonable attorneys' fees, incurred by the City, whether or not litigation is instituted.

9. ANTI-KICKBACK. No officer or employee of the City, having the power or duty to perform an official act or action related to this agreement shall have or acquire any interest in the agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the agreement.

10. VENUE. This agreement shall be construed as having been made under the laws of the State of Washington that shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any of its provisions shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

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11. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

12. NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

13. GRANT REQUIREMENTS. The terms and conditions to the Edward Byrne Memorial Justice Assistance Grant (JAG) 2009-SB B9-0693 are incorporated by reference into this agreement and the Parties agree to comply with them.

14. MISCELLANEOUS.

A. NON-WAIVER. No waiver by any Party of any of the terms of this agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. ENTIRE AGREEMENT. This agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement. No changes or additions to this agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

C. MODIFICATION. No modification or amendment to this agreement shall be valid until put in writing and signed with the same formalities as this agreement.

D. HEADINGS. The section headings appearing in this agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

E. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

F. SEVERABILITY. If any parts, terms or provisions of this agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the agreement. If it should appear that any part, term or provision of this agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this agreement shall be deemed to modify to conform to such statutory provision.

G. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent

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contractor relationship will be created by this agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

15. RCW 39.34 REQUIRED CLAUSES.

A. PURPOSE. See Section No. 1 above.

B. DURATION. See Section No. 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS. No new or separate legal or administrative entity is created to administer the provisions of this agreement.

D. ADMINISTRATION. The County contract administrator shall be the Spokane County Prosecutor. The City administrator shall be the Chief of Police.

E. RESPONSIBILITIES OF THE PARTIES. See provisions above.

F. AGREEMENT TO BE FILED. The City shall file this agreement with its City Clerk. The County shall file this agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

G. FINANCING. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

H. TERMINATION. See Section No. 3 above.

I. PROPERTY UPON TERMINATION: Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination or expiration of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: December 1, 2009

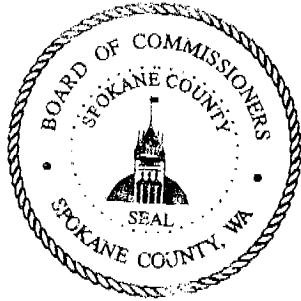
BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

Todd Mielke

TODD MIELKE, Chair

Mark Richard

MARK RICHARD, Vice-Chair



Bonnie Mager  
BONNIE MAGER, Commissioner

ATTEST:  
CLERK OF THE BOARD

By: Daniela Erickson  
Daniela Erickson 9-1077

Approved as to form:

James Macdonald  
Deputy Civil Prosecuting Attorney

Dated: December 1, 2009

CITY OF SPOKANE



By: \_\_\_\_\_

Thomas E. Danek, Jr.

Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Title: \_\_\_\_\_

Attest:

Approved as to form:

Leah Hoff  
City Clerk

B. Burns  
Assistant City Attorney



# City of Spokane

## Minor Contract Summary

OPR # 2010-0032  
 Cross Ref \_\_\_\_\_  
 Destruct Date 2020  
 Clerk's Dist. 08/03/12 SR

**Incomplete submissions will be returned to the Department until all requirements are met.**  
 (Summary to be printed on blue paper)

Department Name Spokane Police Department  
 Department Project # JAG ARRA

New Contract   
 CR # \_\_\_\_\_  
 Date: 07/24/2012

### Contractor/Consultant

Name: **Spokane County**  
 Address: 1116 West Broadway Ave. Remittance Address:  
 City, State, Zip: Spokane, WA 99260 City, State, Zip

### Summary of Services

Amendment to contract OPR 2011-0032, JAG ARRA grant, between the City of Spokane and Spokane County to include wording changes and include grant award documents.

Amount: \_\_\_\_\_ Budget Code: \_\_\_\_\_

Maximum Amount

Beginning Date: 8/1/2012 Expiration Date: 2/28/2013 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)  Insurance Certificate (as per contract)  
 City Business License  If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant	<u>[Signature]</u>	<u>7/26/12</u>
	Signature	Date
Department Head	<u>[Signature]</u>	<u>7/26/12</u>
	Signature	Date
Other	_____	_____
	Signature	Date
Other	_____	_____
	Signature	Date

### Distribution List

Contractor E-mail: <u>klwatkins@spokanecounty.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>ewade, agolden</u>	Taxes and Licenses

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and the COUNTY OF SPOKANE, a Washington State political subdivision, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "County".

WHEREAS, the parties entered into a contract wherein the City agreed to provide JAG ARRA grant funds to the County for specific items and personnel; and

WHEREAS, several of the items for which funding was allocated to the County Sheriff were actually procured by the City as regional projects; and the County would like to reallocate the personnel funds, -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The contract dated December 1, 2009, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This contract amendment shall become effective August 1, 2012.

3. AMENDMENT. Section 2 of the contract documents is amended to read as follows:

2. PERFORMANCE. The County agrees to perform the follows:

A. ~~((Funding of one (1) full time Criminal History Specialist.))~~ Purchase of equipment and supplies.

B. ~~((Purchase of Forensic Computer and))~~ SCSO Neighborhood Watch Program ~~((and Recidivism Tracking Database)).~~

C. Funding of personnel.

The City's role as to the Project shall be only of funding. Any line item adjustments require pre-approval through the City as fiscal agent.

4. AMENDMENT. Section 13 of the contract documents is amended to read as follows:



13. GRANT REQUIREMENTS. The terms and conditions to the Edward Byrne Memorial Justice Assistance Grant (JAG) 2009-SB-B9-0693 (CFDA#16.804) are ~~((incorporated by reference into))~~ attached to this agreement and the Parties agree to comply with them.

5. AMENDMENT. There is added a new section 16 to read as follows:

16. DEBARMENT AND SUSPENSION. The County has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

Dated: 8/2/2012

CITY OF SPOKANE

By: *Scott H. Stephens*  
Title: CHIEF OF POLICE

Attest:

Approved as to form:

*Leri Ziffale*  
City Clerk

*B. B. B.*  
Assistant City Attorney

Dated: 7.23.12

SPOKANE COUNTY, WASHINGTON



By: *[Signature]*  
Title: Sheriff



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

OPR 2009-0340

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Spokane 808 W. Spokane Falls Boulevard City Hall 5th Floor Spokane, WA 99201-3333	4. AWARD NUMBER: 2009-SB-B9-0693	
	5. PROJECT PERIOD: FROM 03/01/2009 TO 02/28/2013 BUDGET PERIOD: FROM 03/01/2009 TO 02/28/2013	
	6. AWARD DATE: 05/29/2009	7. ACTION Initial
1A. GRANTEE (RS/VENDOR NO.) 916001302	8. SUPPLEMENT NUMBER 00	
	9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE JAG Recovery	10. AMOUNT OF THIS AWARD	\$ 1,249,764
	11. TOTAL AWARD	\$ 1,249,764

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 Thomas E. Danek, Jr. City Administrator City of Spokane

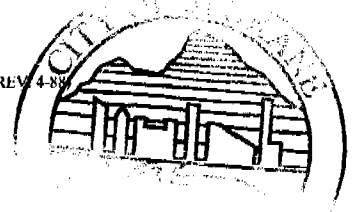
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 7/1/09
---	--	---------------------

AGENCY USE ONLY	
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR: 9 FUND CODE: B BUD. ACT.: SB DIV. OFC.: 80 REG. SUB.: 00 POMS: 00 AMOUNT: 1249764	21. ISBUGT0308

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

Attest:   
Spokane City Clerk (ACTING)

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





Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 9

PROJECT NUMBER 2009-SB-B9-0693

AWARD DATE 05/29/2009

*SPECIAL CONDITIONS*

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](mailto: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](http://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.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 9

PROJECT NUMBER 2009-SB-B9-0693

AWARD DATE 05/29/2009

*SPECIAL CONDITIONS*

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 analyses 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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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2009-SB-B9-0693

AWARD DATE 05/29/2009

*SPECIAL CONDITIONS*

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/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/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 Hyme 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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Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

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PROJECT NUMBER 2009-SB-B9-0693

AWARD DATE 05/29/2009

*SPECIAL CONDITIONS*

**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](http://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.





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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](http://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](http://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](http://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](http://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](http://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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**Department of Justice**  
**Office of Justice Programs**  
*Bureau of Justice Assistance*

OPR 2009-0540

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Maria A. Berry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Spokane

The Recovery Act emphasizes the importance of compliance with the National Environmental Policy Act (NEPA) in the use of public funds. The Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analysis requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any 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.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements,

please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.